

SAN FRANCISCO PUBLIC LIBRARY



3 1223 06447 5453

5/S



*San Francisco Public Library*

Government Information Center  
San Francisco Public Library  
100 Larkin Street, 5th Floor  
San Francisco, CA 94102

REFERENCE BOOK

*Not to be taken from the Library*



Digitized by the Internet Archive  
in 2016







TREASURE ISLAND DEVELOPMENT AUTHORITY

410 AVENUE OF THE PALMS,  
BLDG. ONE, 2<sup>ND</sup> FLOOR, TREASURE ISLAND  
SAN FRANCISCO, CA 94130  
(415) 274-0660 FAX (415) 274-0299  
WWW.SFGOV.ORG/TREASUREISLAND

TREASURE ISLAND DEVELOPMENT AUTHORITY

MEETING AGENDA

March 9, 2005 1:30 P.M.

DOCUMENTS DEPT.

Room 400, City Hall  
1 Dr. Carlton B. Goodlett Place

MAR - 4 2005

SAN FRANCISCO  
PUBLIC LIBRARY

Gavin Newsom, Mayor

DIRECTORS

Claudine Cheng, Chair  
Susan Po-Rufino, Vice-Chair  
Jesse Blout  
Jared Blumenfeld

John Elberling  
Matthew Franklin  
Marcia Rosen  
Supervisor Chris Daly (*ex-officio*)

Tony Hall, Executive Director  
Peter Summerville, Commission Secretary

ORDER OF BUSINESS

1. Call to Order and Roll Call
2. Report by the Executive Director (*Discussion Item*)
  - Report on access to Treasure Island including public use last month
  - Report on short-term leases
  - Report on San Francisco-Oakland Bay Bridge/Caltrans issues
  - Report on Treasure Island community issues
  - Legislation/hearings affecting Treasure Island
  - Financial report
  - Other
3. Response to Previous Requests for Information by Directors (*Discussion Item*)
4. Report by Mayor's Office of Base Reuse and Development (*Discussion Item*)
  - Status of negotiations with U.S. Navy

- Status of environmental clean up
  - Status of master development planning process
5. Communications (*Discussion Item*)
  6. Report by the Treasure Island/Yerba Buena Island Citizen's Advisory Board (*Discussion Item*)
  7. Ongoing Business by Directors (*Discussion Item*)
  8. General Public Comment (*Discussion Item*) \*\*\*In addition to General Public Comment (Item #8), Public Comment will be held during each item on the agenda.\*\*\*
- 

## 9. CONSENT AGENDA

*All matters listed hereunder constitute a Consent Agenda, are considered to be routine by the Treasure Island Development Authority Board and will be acted upon by a single vote of the Authority Board. There will be no separate discussion of these items unless a member of the Authority Board so requests, in which event the matter shall be removed from the Consent Agenda and considered as a separate item.*

- a.) Approval of Minutes of February 9, 2005 Meeting (*Action Item*)
  - b.) Resolution Approving the Fifth Amendment to the Bylaws for the Treasure Island/Yerba Buena Island Citizens Advisory Board to Provide Rights of Appeal and Reinstatement for Members Who Are Terminated As a Result of Absences (*Action Item*)
  - c.) Resolution Ratifying the Fifth Amendment to the Sublease between the Authority and California Engineering Contractors, Inc. (*Action Item*)
- 

10. Discussion of Draft Infrastructure Plan (*Discussion Item*)
11. Presentation of Draft Sustainability Plan (*Discussion Item*)
12. Presentation of Environmental Clean-up Cost Estimates Prepared by CH2M Hill (*Discussion Item*)
13. Approving the Budget of the Treasure Island Development Authority for Fiscal Year 2005-2006, and Authorizing the Executive Director to Submit the Proposed Budget to the Mayor of the City and County of San Francisco for Further Review and Inclusion in the City's FY2005-2006 Budget (*Action Item*)
14. Discussion of Memorandum of Understanding between the Treasure Island Development Authority and the San Francisco Film Commission for the Lease of TIDA Facilities for Film and Video Production (*Discussion Item*)

## POSSIBLE CLOSED SESSION

\*\*\*If approved by the TIDA Board, this Closed Session item will take place for approximately 30 minutes at the end of the meeting\*\*\*

- Public Comment on all items relating to closed session
  - Vote on whether to hold closed session to confer with legal counsel. (*Action item*)
15. CONFERENCE WITH REAL PROPERTY NEGOTIATOR  
Persons negotiating for the Authority: Tony Hall, Frank Gallagher, Michael Cohen, Jack Sylvan  
Persons negotiating with the Authority: United States Navy  
Property: Former Naval Station Treasure Island  
Under Negotiation: Price\_\_\_ Terms\_\_\_ Both X
16. Reconvene in open session (*Action item*)
- Possible report on action taken in closed session under Agenda Item 15. (Government Code section 54957.1 (a) (2) and San Francisco Administrative Code Section 67.12)
  - Vote to elect whether to disclose any or all discussions held in closed session (San Francisco Administrative Code Section 67.12).
17. Discussion of Future Agenda Items by Directors (*Discussion Item*)
18. Adjourn

*Relevant documents such as resolutions, staff summaries, leases, subleases are available at the Treasure Island Development Authority Office, 410 Avenue of the Palms, Building 1, Treasure Island, and the Government Information Center at the Main Library, 100 Larkin Street. Public comment is taken on each item on the agenda.*

## Disability Access

The Treasure Island Development Authority holds its regular meetings at San Francisco City Hall. City Hall is accessible to persons using wheelchairs and others with disabilities. Assistive listening devices are available upon request. Agendas are available in large print. Materials in alternative formats and/or American Sign Language interpreters will be made available upon request. Please make your request for alternative format or other accommodations to the Mayor's Office on Disability 554-6789 (V), 554 6799 (TTY) **at least 72 hours** prior to the meeting to help ensure availability.

The nearest accessible BART station is Civic Center Plaza at the intersection of Market, Grove, and Hyde Streets. The accessible MUNI Metro lines are the J, K, L, M, and N (Civic Center Station or Van Ness Avenue Station). MUNI bus lines serving the area are the 47 Van Ness, 9 San Bruno, and the 6, 7, 71 Haight/ Noriega. Accessible curbside parking is available on

1 Dr. Carlton B. Goodlett Place and Grove Street. For more information about MUNI accessible services, call 923-6142.

In order to assist the City's efforts to accommodate persons with severe allergies, environmental illness, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based scented products. Please help the City to accommodate these individuals.

The ringing of and use of cell phones, pagers, and similar sound-producing electronic devices are prohibited at this meeting. Please be advised that the Chair may order the removal from the meeting room of any person(s) responsible for the ringing or use of a cell phone, pager, or other similar sound-producing devices.

### **Lobbyist Ordinance**

Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance [SF Campaign and Governmental Code 2.100] to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the Ethics Commission at 30 Van Ness Avenue, Suite 3900, San Francisco, CA 94102, telephone (415) 581-2300, fax (415) 581-2317 and web site <http://www.sfgov.org/ethics/>.

### **Know Your Rights Under the Sunshine Ordinance**

Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. The Sunshine Ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review.

For more information on your rights under the Sunshine Ordinance [Chapter 67 of the San Francisco Administrative Code] or to report a violation of the ordinance, contact Donna Hall by mail at Sunshine Ordinance Task Force at City Hall, Room 409, 1 Carlton B. Goodlett Place, San Francisco, CA 94102-4683. The Task Force's telephone and fax numbers are (415) 554-7724 and (415) 554-5163 (fax) or by email at [Donna.Hall@sfgov.org](mailto:Donna.Hall@sfgov.org). Copies of the Sunshine Ordinance can be obtained from the Clerk of the Sunshine Task Force, the San Francisco Public Library and on the City's website at [www.sfgov.org/bdsupvrs/sunshine/ordinance](http://www.sfgov.org/bdsupvrs/sunshine/ordinance).













## Notes

**AGENDA ITEM**  
**Treasure Island Development Authority**  
**City and County of San Francisco**

**Subject:** Response to Previous Requests for Information  
by Directors

**Agenda Item No. 3**  
**Meeting of March 9, 2005**

**Contact/Phone:** Tony Hall, Executive Director (415) 274-0660

**Request:** Further line-item breakdown of "Professional & Specialized Services" and "Other Current Expenses" in current TIDA Budget (*Supervisor Daly*)

PROFESSIONAL & SPECIALIZED SERVICES - The amount of \$1,120,570 budgeted in FY2004-05 provides funding for the following:

<u>Name</u>	<u>Service</u>	<u>Amount</u>
CH2M Hill	Environmental Engineering Services	\$200,000
Geomatrix	Environmental Engineering Services	200,000
URS	Preparation of EIR	60,000
Seifel Consulting	Redevelopment Planning Consulting Services	30,000
TIHDI	Community based homeless service organization	350,000
EPS	Pro forma analysis and negotiations	150,000
Roma Design	Urban design and planning consulting services	50,000
Other	Other contracts (bond counsel/environmental services)	<u>80,570</u>
	Total	\$1,120,570

OTHER CURRENT EXPENSES - Pursuant to the Sharing Agreement between TIDA and TIHDI (Treasure Island Homeless Development Initiative), TIHDI receives a revenue share from TIDA from income received from certain shared residential units on Treasure Island and Yerba Buena Island. The amount of \$1,040,000 budgeted in FY2004-05 is to provide revenue sharing to TIHDI per this agreement.

**Request:** Copy of TIDA "Rules and Procedures for Real Property (*Director Blumenfeld*)  
Provided as Exhibit A

**Request:** List of vehicles under TIDA control pursuant to Caretaker Agreement with U.S. Navy (*Director Rosen*)  
Provided as Exhibit B







TREASURE ISLAND DEVELOPMENT AUTHORITY  
RULES AND PROCEDURES FOR TRANSFER AND USE OF REAL PROPERTY

I. INTRODUCTION

Section 1. Background. On May 2, 1997, the Board of Supervisors of the City and County of San Francisco (the "City") passed Resolution No. 244-97-003, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority"). The purpose of the Authority is to promote the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the former Naval Station Treasure Island (the "Base) for the public interest, convenience, welfare and common benefit of the inhabitants of the City.

Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California legislature (i) designated the Authority as a redevelopment agency under California redevelopment law with authority over the Base upon approval of the City's Board of Supervisors, and, (ii) with respect to those portions of the Base which are subject to the Tidelands Trust, vested in the Authority the authority to administer the public trust for commerce, navigation and fisheries as to such property. The Board of Supervisors approved the designation of the Authority as a redevelopment agency with powers over Treasure Island in Resolution No. 43-98, dated February 6, 1998.

Under the Act and the Authority's Articles of Incorporation and Bylaws, the Authority, acting by and through

its Board of Directors (the "Board of Directors"), has the power, subject to applicable laws, to sell, lease, exchange, transfer, convey or otherwise grant an interest in or right to use or occupy ("Transfer") all or any portion of the real property located on the Base (a "Transfer Parcel").

Section 2. Purpose. These Rules and Procedures for Transfer of Property (the "Transfer Rules") establish the specific rules and procedures for the Transfer of any Transfer Parcel.

Section 3. Statement of Policy. All solicitations regarding Transfers by RFP or RFQ shall be conducted in a manner that provides maximum open and free competition consistent with this Transfer Policy. Such solicitation procedures shall not restrict or eliminate competition. Examples of what is considered restrictive of competition include, but are not limited to: (1) placing unreasonable requirements on firms in order for them to qualify to do business; (2) applying noncompetitive practices among firms; (3) organizational conflicts of interest; and (4) unnecessary experience, insurance and bonding requirements.

(a) Applicability of the Tideland Trust. The Authority hereby recognizes and acknowledges the applicability of the public trust for commerce, navigation and fisheries (the "Tidelands Trust") as to those portions of the Base which were once tide or submerged lands. Nothing in these Transfer Rules shall limit or otherwise modify the requirements of the Tidelands Trust insofar as it applies to the Base, including, without



limitation, the prohibition against conveying fee title to Trust property into private ownership.

## II. THE SELECTION PROCESS

Section 4. Conflict of Interest Prohibition. The Authority's officers, employees, Directors and agents shall follow all applicable financial disclosure and disqualification/Conflict of Interest provisions of the State Political Reform Act, Government Code Section 1090 and any other applicable law or regulation. No employee, officer, Director or agent of the Authority shall participate in selection or in the award or administration of an Authority contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, Director or agent, or any member of his or her immediate family, or those with whom any of the above referenced persons has, or intends to have, a business or employment relationship, has a financial or other interest in the firm selected for award or whose contract is to be administered.

Section 5. Initial Resolution. Except as provided in Section 10 below, before any Transfer, the Board of Directors shall adopt a resolution (an "Initial Resolution") at a meeting properly noticed and conducted under the applicable provisions of the Ralph M. Brown Act, Chapter 9 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, being Sections 54950 to 54962 thereof, and the San Francisco Sunshine Ordinance, Chapter 67 of the San Francisco Administrative Code (an "Open Meeting"), by a majority vote of all of its Directors

or, if proceeding under Section 9 of these Transfer Rules, by a vote of not less than 4/5 of the Directors), declaring its intention to Transfer a specified Transfer Parcel. Any such Initial Resolution shall specify:

(a) the location and, if applicable, the corresponding building number, of the Transfer Parcel;

(b) whether the Transfer Parcel is available for sale, lease (and, if so, for what time period), and/or other means of Transfer;

(c) whether the Transfer will be made (1) following a proposal selection pursuant to a request for proposals according to the procedures set forth in Section 6 of these Transfer Rules, (2) following a Developer selection pursuant to a request for qualifications according to the procedures set forth in Section 7 of these Transfer Rules, (3) some combination of the procedures set forth in Sections 6 and 7 of these Transfer Rules, or, (4) in cases where the Authority makes sufficient findings that special circumstances exist under Section 6 of these Transfer Rules by direct, sole-source negotiations, pursuant to that Section 9;

(d) any other information required to be contained in the Initial Resolution pursuant to Sections 6, 7, or 9, as applicable; and

(e) such other information as the Authority deems appropriate to facilitate a Transfer in fulfillment of the goals of the Authority.

Section 6. Transfer pursuant to a Request for Proposals. If the Initial Resolution provides for a Transfer pursuant to a request for proposals, such Transfer shall take

place in accordance with the procedures set forth in this Section 6.

(a) Solicitation of Proposals. The Initial Resolution shall:

(1) approve a request for proposals or similar document in substantially final form (an "RFP") soliciting responses from qualified persons or entities to serve as a tenant, purchaser, and/or developer, as the case may be, (a "Developer") of a Transfer Parcel. Any RFP shall (i) require qualified proposals to describe, among other things, the rental or other consideration offered to the Authority, other principal business terms of the proposal, total projected revenues to the Authority, and the nature of any proposed improvements to the Transfer Parcel in a comprehensive business plan, (ii) contain general selection criteria for the ranking and selection of qualified proposals, and (iii) describe generally the permitted uses that may be made of the Transfer Parcel;

(2) establish procedures for dissemination of the RFP and information about the opportunity to serve as Developer of the Transfer Parcel; and

(3) establish a period of not less than thirty (30) days after issuance of the RFP to receive responses to the RFP (such period may be waived or modified in the Initial Resolution passed by a majority of the Board of Directors).

(b) Proposal Selection. The Executive Director of the Mayor's Treasure Island Project Office (the "Executive Director") shall implement the procedures set forth in the Initial Resolution to solicit proposals from qualified persons or entities to serve as a Developer of the Transfer Parcel. The Executive Director shall review all timely responses and shall

provide to the Authority an initial ranking of the responses to the RFP and a recommendation to (i) select one or more proposals based on the selection criteria described in the RFP, (ii) reject some or all responses or (iii) recommence the RFP process in whole or in part with any modifications to that solicitation process.

Following receipt of the Executive Director's recommendation, the Authority may adopt a resolution at an Open Meeting by a majority vote of its Board of Directors:

(1) designating one or more selected proposals and authorizing execution of either exclusive or limited negotiating agreements, as the case may be, between the Authority and the selected Developer(s) setting forth the terms, conditions and time period for negotiations. During such negotiations, the selected Developer(s) and the Authority will, subject to all applicable laws, including any required environmental review, seek to reach mutually satisfactory agreement(s) for the Transfer consistent with the Developer's proposal (an "RFP Transfer Agreement");

(2) rejecting some or all responses and recommending the solicitation process in whole or in part with any appropriate modifications to the Initial Resolution regarding the solicitation process;

(3) rejecting all responses and suspending efforts to Transfer the Transfer Parcel; or

(4) taking such other action as the Authority deems appropriate under the circumstances.

(c) Approval of an RFP Transfer Agreement. After completion of the processes described in subsections 6(a) and (b)

above, and subject to all applicable laws, the Authority may approve a Transfer pursuant to an RFP Transfer Agreement.

Approval of an RFP Transfer Agreement shall be made by a resolution adopted at an Open Meeting by a majority vote of the Board of Directors (the "RFP Transfer Resolution"). Prior to such Open Meeting, the Executive Director shall make available for public inspection a summary of the material terms and conditions of the RFP Transfer Agreement.

The RFP Transfer Resolution shall authorize execution of the RFP Transfer Agreement by the Executive Director and shall contain findings that:

(1) the Transfer contemplated by the RFP Transfer Agreement will serve the goals of the Authority and is in the public interest of the City; and

(2) the terms and conditions of the RFP Transfer Agreement are economically reasonable.

Section 7. Transfer by Negotiated Transfer in connection with a Request for Qualifications. If the Initial Resolution provides for a Transfer pursuant to a request for qualifications, such Transfer shall take place in accordance with the procedures set forth in this Section 7.

(a) Solicitation of Qualified Developers. The Initial Resolution shall:

(1) approve a request for qualifications or similar document in substantially final form (an "RFQ") soliciting responses from qualified persons or entities to serve as the Developer of a Transfer Parcel. Any RFQ shall contain general selection criteria for the ranking and selection of a

Developer from among those persons or entities submitting qualified responses to the RFQ;

(2) establish procedures for dissemination of the RFQ and information about the opportunity to serve as Developer of the Transfer Parcel; and

(3) establish a period of not less than thirty (30) days after issuance of the RFQ to receive responses to the RFQ (such period may be waived or modified in the Initial Resolution passed by a majority of the Board of Directors).

(b) Developer Selection. The Executive Director shall implement the procedures set forth in the Initial Resolution to solicit qualified persons or entities to serve as a Developer of the Transfer Parcel. The Executive Director shall review all timely responses and shall provide to the Authority an initial ranking of the prospective Developers and a recommendation to the Authority to (i) select one or more Developers based on the selection criteria described in the RFQ, (ii) reject some or all responses or (iii) recommence the RFQ process in whole or in part with any modifications to that solicitation process.

Following receipt of the Executive Director's recommendation, the Authority may adopt a resolution at an Open Meeting by a majority vote of its Board of Directors:

(1) designating one or more selected Developer(s) and authorizing execution of either an exclusive or limited negotiating agreement, as the case may be, between the Authority and the selected Developer(s) setting forth the terms, conditions and time period for negotiations. During such negotiations, the selected Developer(s) and the Authority will, subject to applicable laws, including any required environmental

review, seek to reach a mutually satisfactory agreement for the Transfer (an "RFQ Transfer Agreement");

(2) rejecting some or all responses and recommencing the solicitation process in whole or in part with any appropriate modifications to the Initial Resolution regarding the solicitation process;

(3) rejecting all responses and suspending efforts to Transfer the Transfer Parcel; or

(4) taking such other action as the Authority deems appropriate under the circumstances.

(c) Approval of an RFQ Transfer Agreement. After completion of the processes described in subsections 7(a) and (b) above, and subject to all applicable laws, the Authority may approve a Transfer pursuant to an RFQ Transfer Agreement.

Approval of an RFQ Transfer Agreement shall be made by a resolution adopted at an Open Meeting by a majority vote of the Board of Directors (the "RFQ Transfer Resolution"). Prior to such Open Meeting, the Executive Director shall make available for public inspection a summary of the material terms and conditions of the RFQ Transfer Agreement.

The RFQ Transfer Resolution shall authorize execution of the RFQ Transfer Agreement by the Executive Director and shall contain findings that:

(1) the Transfer contemplated by the RFQ Transfer Agreement will serve the goals of the Authority and is in the public interest of the City; and

(2) the terms and conditions of the RFQ Transfer Agreement are economically reasonable.

Section 8. Guidelines For Selecting a Solicitation Procedure. The Executive Director shall determine the appropriate process to initiate the Transfer of a Transfer Parcel in accordance with these Transfer Rules. In determining whether to proceed with a Transfer pursuant to an RFP, an RFQ, or by the direct-sole source negotiations provided for in Section 9 below, the Executive Director shall consider (i) the range of generally acceptable uses that can be made of a particular Transfer Parcel, taking into account any current reuse, redevelopment or other land use plans adopted for the Base, and the requirements of any other applicable laws, including the public trust for commerce, navigation and fisheries and the California Environmental Quality Act, and (ii) whether, due to any special requirements or limitations regarding the use of or improvements to the Transfer Parcel, or for any other reason, only a limited number of potential persons or entities could successfully perform the duties and responsibilities of the Developer of such Transfer Parcel.

Section 9. Transfer by Direct Sole-Source Negotiations Under Special Circumstances. Notwithstanding any other provision of these Transfer Rules, the Authority may by resolution authorize the Executive Director to negotiate an agreement with one or more prospective Developers for the Transfer of a Transfer Parcel without prior announcement of the availability of the Transfer Parcel or any prior solicitation of other prospective Developers (a "Direct Transfer Agreement"), subject to the conditions provided in subsections 9(a) and (b) below.



(a) Super Majority Vote Required. A resolution authorizing a Transfer by the sole-source direct negotiations described in this Section 9 shall require the approval of 4/5 of the Board of Directors at an Open Meeting.

(b) Required Findings regarding Special Circumstances. A resolution authorizing a Transfer by the sole-source direct negotiations described in this Section 9 shall find, and shall state the Authority's basis for finding, for the Transfer Parcel in question, that:

(1) proceeding under this Section 9 is reasonably calculated to enable the Authority to realize additional Transfer proceeds and/or other identifiable public benefits; and

(2) the additional proceeds and/or other public benefit or benefits in question cannot be realized or are substantially less likely to be realized by the Transfer procedures authorized by Sections 6 or 7 of these Transfer Rules.

(c) Negotiating a Direct Transfer Agreement. Negotiations under this Section 9 may, but need not be on an exclusive basis and shall be consistent with any terms and conditions that the Authority may establish. The resolution shall provide for the Executive Director to report to the Authority concerning such negotiations.

(d) Approval of a Direct Transfer Agreement. After completion of the processes described in subsections 9(a) and (b) above and subject to all applicable laws, the Authority may approve a Transfer pursuant to a Direct Transfer Agreement. Approval of a Direct Transfer Agreement shall be by a resolution adopted at an Open Meeting by a majority vote of the Board of Directors (a "Direct Transfer Resolution"). Prior to such Open

Meeting, the Executive Director shall make available for public inspection a summary of the material proposed terms and conditions of the Direct Transfer Agreement.

The Direct Transfer Resolution shall authorize execution of the Direct Transfer Agreement by the Executive Director and shall contain findings that:

(1) the Transfer contemplated by the Direct Transfer Agreement will serve the goals of the Authority and is in the public interest of the City; and

(2) the terms and conditions of the Direct Transfer Agreement are economically reasonable.

Section 10. Exempt Leases.

(a) Types of Exempt Leases. Notwithstanding anything else contained in these Transfer Rules, the Authority may enter into the following types of leases, subleases, permits, memoranda of understanding or other similar agreements for the use and occupancy of real property located on the Base ("Leases") without prior announcement of the availability of the Transfer Parcel or any prior solicitation, including, without limitation, the requirement of an Initial Resolution ("Exempt Leases"):

(1) Film Studio Leases. Leases for film production activities in Building 2, 3 or 180 or Leases for exterior filming activities;

(2) Month-Month or shorter term Leases. Leases on a month-to-month or shorter term;

(3) TIHDI Leases. Leases with the Treasure Island Homeless Development Initiative ("TIHDI"), or a TIHDI member organization, in furtherance of any legally binding

agreements between TIHDI and the City or the Authority required under federal base closure laws;

(4) Leases with Public Agencies. Leases with the City, any public utility, the State of California (including, without limitation Caltrans) or the federal government, or any subdivisions thereof, for a public purpose; and

(5) Emergency Leases. Leases where the Board of Directors specifically finds in the Exempt Lease Resolution described in Section 10(b) below that it is necessary to enter into such Lease, without adopting an Initial Resolution, in order to respond to a health or safety emergency in a timely fashion, provided however, the scope of any Exempt Lease authorized under this Section 10(a)(5), including the term and the extent of permitted uses under any such Lease, shall be strictly limited to that which is necessary to respond to the immediate emergency conditions.

(b) Approval of Exempt leases. Except to the extent such authority may otherwise be delegated to the Executive Director, the Authority shall approve any Exempt Lease by a resolution adopted at an Open Meeting by a majority vote of the Board of Directors (an "Exempt Lease Resolution"). Prior to such Open Meeting, the Executive Director shall make available for public inspection a summary of the material proposed terms and conditions of the Exempt Lease.

The Exempt Lease Resolution shall authorize execution of the Exempt Lease by the Executive Director and shall contain findings that:

(1) entering into the Exempt Lease will serve the goals of the Authority and the public interests of the City; and

(2) as to an Exempt Lease described in subsections 10(a)(1) and (2) above only, the terms and conditions of the Exempt Lease are economically reasonable.

Section 8. Other Procedures. In addition to compliance with the procedures set forth in these Transfer Rules, the Authority shall comply with any other applicable provisions of law in disposing of property under its jurisdiction or control, including, to the extent applicable (i) the provisions of the California Environmental Quality Act (California Public Resources Code Section 2100 et seq.), (ii) the requirement of Section 5(f) of the Act that, prior to the Board of Supervisors approval of a redevelopment plan for the Base, any contract to which the Authority is a party worth more than one Million Dollars (\$1,000,000) or with a term of ten (10) or more years, shall require approval of the Board of Supervisors, (iii) any requirements regarding disposition of a Transfer Parcel set forth in any redevelopment plan approved by the Board of Supervisors, and (iv) the requirements of the public trust for commerce, navigation and fisheries, insofar as it applies to any Transfer Parcel.

Section 9. Amendment. These Transfer Rules may be amended by a resolution adopted by a majority of the Board of Directors of the Authority.

Section 10. Delegation of Authority to Executive Director. Notwithstanding anything else contained in these Transfer Rules, the Executive Director is hereby authorized to enter into the following types of short-term leases without further action or approval by the Authority's Board of Directors:

(1) Leases, licenses or other agreements with the United States Navy that are on a month-to-month or shorter term and which, on a cumulative basis, do not exceed six-months; and,

(2) Subleases, sublicenses, use permits or other agreements, including , without limitation, special events permits, that are on a month-to-month or shorter term. and which, on a cumulative basis, do not exceed six-months.









## Vehicle Master Inventory List

USN	EC	MILEAGE	DATE	YR	MAKE	MODEL	SERIAL	CONDITION	AGENCY
9225589	010402	48145	7-Mar-01	88	CHRYSLER	PLYMOUTH	1P3BP4D7FJ246239	Operable	TIDA
9226020	010402	375212	2-Mar-01	90	FORD	TEMP GL	1FAPP36XK6K145011	Inoperable	TIDA
9421917	031301	47579	2-Mar-01	85	CHRYSLER	D-150	1B7HD14H5FS722283	Inoperable	PUC
9432054	031301	42613	37013	88	CHEV	CHEYENNE	1GDCD14Z5JZ212820		PUC
9436469	031301	58100	2-Mar-01	88	CHRYSLER	D-150	1B7FE16X1KS016141		PUC
9436498	031301	30017	37006	88	CHRYSLER	D-150	1B7E16X0KS016146	Inoperable	TIDA
9436531	031301	44531	2-Mar-01	89	CHRYSLER	D-150	1B7FE16X0KS020762		PUC
9436535	031301	77450	37013	89	CHRYSLER	D-150	1B7FE16X2KS050764		PUC
9439605	031301	42680	2-Mar-01	90	CHRYSLER	D-150	1B7GE16X1LS681143		PUC
9441146	031301	52347		90	CHRYSLER	D-150	1B7GE16X1LS684185		Sheriff
9443684	031601	53914		88	GMC CHEV	S-10	1GCCT14E5J8177663		DPW
9432746	031901	31461	2-Mar-01	88	GMC CHEV	CS10603	1GCBST14E4J8142062	Inoperable	TIDA
9432748	031901	48374	37082	88	GMC CHEV	CS10603	1GCBST14EXJ8142115		SFFD
9432749	031901	56450	2-Mar-01	88	GMC CHEV	CS10603	1GCBST14E9J8142140		DPT
9436810	031901	81770	6-Mar-01	88	GMC TRK	S10	1GCBST14E7J8220673		DPW
9436816	031901	31944	8-Mar-01	88	GMC TRK	S10	1GCBST14E5J8221241		DPW
9436819	031901	510876	2-Mar-01	88	GMC CHEV	S10	1GCBST14E4J8221330		DPW
9436831	031901	38081	2-Mar-01	88	GMC TRK	S10	1GCBST14E3J8222338		DPW
9441767	031901	195100	2-Mar-01	90	FORD	RANGER	1FTCR10A0LUA81466	Inoperable	TIDA
9441799	031901	31609	36983	90	FORD	RANGER	1FTCR10A2LUA81498	Inoperable	TIDA
9441852	031901	201720	27-Apr-01	90	FORD	RANGER	1FTCR10A2LUA81551	Inoperable	TIDA
9441922	031901	322534	27-Apr-01	90	FORD	RANGER	1FTCR10A8LUA81621	Inoperable	TIDA
9430185	032001	33747	1-Mar-01	88	GMC CHEV	M10905	1GCM15E4JB216225		DPW
9433036	032700	78926	1-Mar-01	87	FORD	F350	2FTJW35L9HCA89319		DPW
9433072	032700	74716	1-Mar-01	87	FORD	F350	2FTJW3511HCA89345		DPW
9437404	032701	43670	6-Jul-01	88	GMC CHEV	CR20943	1GCGR23J2J135464		SFFD
9323777	033007	6894	1-Mar-01	86	GMC CHEV	CM10906	1GNCM15Z0HB119849		DPW
9323785	033007	76892	11-Jul-01	86	GMC CHEV	CM10906	1GNCM15Z1HB119911		SFFD
9323795	033007	93252	1-Mar-01	86	GMC CHEV	CM10906	1GNCM15Z0HB119298		DPW
9323796	033007	742229	2-Mar-01	86	GMC CHEV	CM10906	1GNCM15Z3HB119702	Inoperable	TIDA
9323808	033007	92344	2-Mar-01	86	GMC CHEV	CM10906	1GNCM15Z2HB120288		Police
9324531	033001	82935	2-Mar-01	89	CHRYSLER	RAM 250	2B4HB25Y7KK313245		Sheriff
9324536	033001	57795	1-Mar-01	89	CHRYSLER	RAM 250	2B4HB25Y2KK313248		DPW
9324537	033001	20061	7-Mar-01	89	CHRYSLER	RAM 250	2B4HB25Y4KK312425	Inoperable	TIDA
9325773	033007	361242	7-Mar-01	90	FORD	AEROSTAR	1FMCA11UJLZA50059	Operable	TIDA
9325815	033007	463403	7-Mar-01	90	FORD	AEROSTAR	1FMCA11U5LZA50101	Operable	TIDA
9325817	033007	504827	7-Mar-01	90	FORD	AEROSTAR	1FMCA11U9LZA50103	Operable	TIDA
9325819	033008	36042	10-Jul-01	90	FORD	AEROSTAR	1FMCA11U2LZA50105	Inoperable	TIDA
9326785	033000	57568	6-Feb-01	90	FORD	AEROSTAR	1FMCA11U0LZB55693		DPW
9442346	033401	21981	22-Mar-01	91	WHEEL COACH	UNKNOWN	1FDKE30M2MHA23815	Ambulance	SFFD

USN	EC	MILAGE	DATE	YR	Make/ure Island	MODEL	SERIAL	CONDITION	AGENCY
9442347	033401	25571	7-May-01	91	Vehicle	UNKNOWN	1FDKE30M2MHA07565		SFFD
9448442	033401	41243	22/03-01	92	WHEEL COACH	UNKNOWN	1FDKK30H2WHA06822		SFFD
9448505	034301	42797	5-Mar-01	88	CRTR CHEV	CC30903	1GBHC34K7JE199219		DPW
9441480	034300	24903		90	GMC CHEV	CC31003	1GBHC34KJLE178878		SFFD
9437863	036201	40008	6-Mar-01	88	GMC TRK	CG31303	2GCGG31K1J4156868		DPW
9525741	052500	59582	7-Mar-01	85	GMC TRK	C5D042	1GTE5D1AXFV515346		DPW
9525743	052500	29679	28-Feb-01	85	GMC TRK	C5D042	1GTE5D1A1FV515350		DPW
9525984	052500	50761	28-Feb-01	85	NAVSTR	1654	1HTLAHEK6GHA17342		DPW
9526230	052501	25011	1-Mar-01	86	NAVSTR	1654	1HTLAHEK0GHA18745		DPW
9527282	052500	24207	1-Mar-01	87	NAVSTR	1654	1HTLAZPM7JH549594		DPW
9527550	052500	27575	7-Mar-01	88	GMC TRK	C6D042	1GTG6D1F3JV508409		TIDA
9526768	052701	14307	7-Mar-01	88	GMC TRK	C5D042	1GTE5DIA4JV502455	Inoperable	DPW
96339619	060302	37629	1-Mar-01	85	INTL HVR	1654	1HTLAHEL1FHA425808		DPW
96400118	063100	84365	2-Mar-01	86	NAVSTR	F1954	1HTLKMJR4GHA15615		PUC
9640024	064411	22508	2-Mar-01	86	GMC TRK	J9C064	1GTV9CAZ3GV513858		PUC
9421108	072201	28352	1-Mar-01	85	GMC CHEV	CC20903	1GCEC24L5FJ118948		DPW
9421110	072201	70359	3-Feb-01	85	GMC CHEV	CC20903	1GCEC24L2FJ118955		PUC
9422742	072203	Unknown		85	CHRYSLER	B250	2B7HB23H7FK270263		SFFD
9423344	072202	47869		85	GMC CHEV	CC20903	1GBGC24M0FJ125102		PUC
9424031	072202	39528		1	GMC CHEV	CC20903	1GBGC24M5FJ126250		PUC
9424042	072202	27173	2-Mar-01	86	GMC CHEV	CC20903	1GCF24L6GJ113487		DPW
9424046	072202	75162	2-Mar-01	86	GMC CHEV	CC20903	1GCF24LXGJ133239		DPW
9431180	072202	290337	28-Feb-01	88	GMC CHEV	CC20903	1GCF24H3JZ2339195		DPW
9431187	072202	87155	28-Feb-01	88	CRTR CHEV	CC20903	1GCF24HJZ233331	Sheriff	DPW
9437707	072202	50016	28-Feb-01	88	CRTR CHEV	CC20903	1GFC24J7JZ291946		DPW
9438640	072201			88	GMC TRK	23862	1GBGC34J1J3201425		SFFD
9438641	072201	58210	28-Feb-01	88	GMC TRK	23862	1GBGC34J3JE201457		PUC
9438646	072201	41408	1-Mar-01	88	GMC TRK	23862	1GBGC34J7JE201476		DPW
9438647	072201	38413	28-Feb-01	88	GMC TRK	23862	1GBGC34JXJE201374		DPW
9441262	072204	54921	5-Mar-01	90	CHRYSLER	B350	2B7KB31ZXLK738523		DPW
9642612	072300	Being Repaired		89	ALTEC	INT-1854	1HTLFZVN5KH664422		PUC
9737251	084300	N/A		86	UNKNOWN	SAM57DB30	580		PUC
3107230	313502	761 Hours	2-Mar-01	89	SULLAIR	250DTQ	00498517		PUC
4503221	453100	3253 Hours	2-Mar-01	84	DEERE	444C	506117		PUC
4817220	487502	1857 Hours	2-Mar-01	85	DEERE	300B	10300BA715085		PUC
4818116	487500	901 Hours	2-Mar-01	89	CLARK	743	501947790		PUC
5407961	540900	41571	2-Mar-01	91	FORD	L8000	1EDZW82AXMVA23171		PUC
5704766	572000	45561	2-Mar-01	87	AAPLEX	7000	87-A-7000-0173		PUC
7302242	710200	25438	2-Mar-01	83	CHRYSLER	D350	1B7KD34U0D5493250		SFFD
7302533	732100	32553	2-Mar-01	69	FIRE TRKS	750MC	D106282		SFFD
7302695	732101	441246	22-Mar-01	78	FWD	MB23098	H95237		SFFD
7302833	732100	25599		82	KAITLIN	NWLID1000	39873		SFFD

Treasure Island  
Vehicle Master Inventory List

USN	EC	MILAGE	DATE	YR	MAKE	MODEL	SERIAL	CONDITION	AGENCY
5408802	541700	3302		86	PIERCE	DASH	E-3205-04		PUC
5176967		Hr Meter Inop	10-Jul-01	93	FRGHTLINR	FL80	1FV6JFAB0RL543116		PUC





## Notes







CITY AND COUNTY OF SAN FRANCISCO



TONY HALL  
EXECUTIVE DIRECTOR

TREASURE ISLAND DEVELOPMENT AUTHORITY  
410 AVENUE OF THE PALMS,  
BLDG. ONE, 2ND FLOOR, TREASURE ISLAND  
SAN FRANCISCO, CA 94130  
(415) 274-0660 FAX (415) 274-0299  
WWW.SFGOV.ORG/TREASUREISLAND



February 28, 2005

Mr. Steve Castleberry  
Executive Director  
Water Transit Authority  
120 Broadway  
San Francisco, CA 94111

Mr. Castleberry,

I am writing on behalf of the Treasure Island Development Authority to indicate support for the Water Transit Authority's proposed use of the \$150,000 TCRP grant earmarked for Treasure Island. Moreover, I would also like to endorse the WTA's intent to use a \$2 million grant earmarked for TIDA to kickstart the design-build process of a hydrogen fuel-cell ferry.

With respect to the TCRP grant, we understand that you intend to use the funds to initiate design of the float portion of the ferry dock which will attach to a pier for the Treasure Island terminal. We believe that utilizing the funds to design a float that could support both interim and permanent ferry service at Treasure Island is an excellent use of the grant funds.

With respect to the fuel-cell grant, we support your use of the money so that the funds will not be lost due to inaction; that said, though, please know that our support is conditional on formalizing the notion -- ideally in an MOU between our two agencies -- that the fuel-cell ferry will be dedicated to service at Treasure Island when it is needed, as our development comes on line. Pursuant to this, we ask that you initial draft a version of this MOU for our consideration.

Please let us know what information we can provide that would assist you in the process of allocating the grants and completing the design processes. We look forward to working with you to make ferry service at Treasure Island a reality.

Sincerely,

A handwritten signature in cursive script that reads "Tony Hall".

Tony Hall  
Executive Director  
Treasure Island Development Authority

Cc: Jack Sylvan, Mayor's Office  
TIDA Board







# TI/YBI Community Workshop



February 23, 2005

sponsors:  
of the  
November  
Workshop:

Dear friends,

Arc Ecology

Bluewater Network  
<http://www.bluewaternetwork.org>

San Francisco  
Bicycle Coalition  
<http://www.sfbike.org>

San Francisco  
League of  
Conservation Voters  
<http://www.sflcv.org>

San Francisco  
Tomorrow  
[www.sanfranciscotomorrow.org](http://www.sanfranciscotomorrow.org)

Sierra Club  
[www.sierraclub.org](http://www.sierraclub.org)

Transportation for  
a Livable City  
[www.livablecity.org](http://www.livablecity.org)

Treasure Island  
Wetlands Project

Walk San Francisco  
[www.walksf.org](http://www.walksf.org)

Last November environmentalists gathered to discuss the redevelopment of Treasure Island and Yerba Buena Island as a sustainable, transit-friendly community. We have enclosed a brief summary of ideas that we shared; also a fact sheet John Holtzclaw prepared for the Workshop on density.

The discussion focused on plans proposed by Treasure Island Community Development (TICD), the firm negotiating a development agreement with the Treasure Island Development Authority (TIDA). TIDA is San Francisco's second redevelopment agency that is responsible for developing the closed Treasure Island/Yerba Buena Island naval base.

Participants expressed concerns that the TICD proposal calls for residential densities that would generate more traffic than the site can accommodate. For ferry and/or bus service to replace auto trips, substantially more housing units than the proposed number will be needed, but the precise number is not known. High transit use would also require a land use plan that clusters housing more tightly around the transportation hub. In addition, higher residential density would allow lower infrastructure costs per unit, and potentially more open space.

The workshop helped many of us articulate fundamental questions about TI/YBI's future. Follow-up is needed to explore how a more compact development could be achieved that does not rely on the automobile for mobility. If TI/YBI is to become a model of sustainable development, San Francisco, environmentalists need to become involved.

TIDA is currently is currently considering the infrastructure plan for TI/YBI. Within the next few months, they will consider a transportation plan. (Information on TIDA meetings is available on their website:  
[http://www.sfgov.org/site/treasureisland\\_index.asp?id=282](http://www.sfgov.org/site/treasureisland_index.asp?id=282)).

We are tentatively hoping to hold a second workshop in early spring. We will let you know as plans become more firm.

Yours truly,

Eve Bach  
Arc Ecology

Ruth Gravanis  
Treasure Island Wetlands Group

c/o Arc Ecology

833 Market Street Suite 1107 • San Francisco, California 94103 • 415 495 1786 • [evbach@arcecolology.org](mailto:evbach@arcecolology.org)



## Compact Development and Smart Transportation Choices

On November 17<sup>th</sup>, about 30 people explored compact development and smart transportation choices for Treasure Island and Yerba Buena Island at a community workshop.

The evening's discussion focused on ways the currently proposed land use plan could be modified to create a more pedestrian and transit centered community. Five issues captured the group's attention: amount and density of housing, ferry service, bus service, and parking.

### Housing units limited to 2800

#### Problems identified in the proposed plan:

- Insufficient to support ferry service, infrastructure, and full range of neighborhood services;
- Would still cause serious traffic impacts at normal rates of auto usage.

#### Suggested modification:

- The choice: no development at all or a larger, non-car dependent development.

#### Additional information needed:

- What is the critical mass of housing needed to support bus and/or ferry service, infrastructure, and amenity costs?
- How can the number of units be increased at this point in the process?

### Ferry Service

#### Problems identified in the proposed plan:

- Residential population is too small to support commuter ferry service;
- No operating subsidy identified;
- About half the housing units are beyond walking distance from the currently proposed location of the ferry terminal;
- Ferry trips will involve multiple transfers if riders must take a shuttle to the terminal;
- Unclear whether visitor trips could help make ferry service economically viable;
- TI ferry service unable to utilize federal grant for fuel cell vessel.

#### Suggested modification:

- Cluster housing more tightly around ferry terminal;
- Relocate ferry terminal to more central location;
- Provide ongoing subsidy from residential and commercial land uses;
- Transfer federal grant to other Bay Area ferry operators;
- Rely on buses instead of ferries for off-island trips.

### WORKSHOP PROGRAM

Ruth Gravanis began the evening with slides illustrating TI/YBI history and opportunities and constraints that will influence future development.

The land use plan proposed by Treasure Island Community Development (TICD), the firm with exclusive negotiating rights, was described by Karen Altshuler of SMWM Architects.

The relationship between residential density and transit use were emphasized by John Holtzclaw (Sierra Club), Eric Saijo (Okamoto & Saijo), and Tom Radulovich (Transportation for a Livable City). Teri Shore (Bluewater Network) spoke about prospects for fuel cell ferries.

The remainder of the program was a lively discussion of issues, questions, suggestions and ideas focusing on solving the transportation problems posed by the redevelopment of TI/YBI.

The workshop was sponsored by Arc Ecology, Bluewater Network, San Francisco Bicycle Coalition, San Francisco League of Conservation Voters, San Francisco Tomorrow, Sierra Club, Transportation for a Livable City, Treasure Island Wetlands Project, and Walk San Francisco.

#### Additional information needed:

- To what extent would a more central terminal location increase ridership?
- Are ferries the most cost-effective form of public transportation?
- What is a package of incentives/disincentives that would enable residents and visitors to substitute ferry trips for auto trips?
- How much subsidy is needed?

## Bus Service

### *Problems identified in the proposed plan:*

- Terminating the Muni route at TransBay Terminal will discourage use by requiring most riders to transfer;
- Long auto queue for Bridge access will affect bus service;
- Ferries will compete for subsidies;
- Uncertainty of East Bay service.

### *Suggested modifications:*

- Extend Muni's TI routes further into San Francisco;
- Preferential bridge access for buses;
- Concentrate subsidies for commute service on buses;
- Negotiate subsidized service to East Bay.

### *Additional information needed:*

- What are the costs and benefits of longer Muni routes?
- What is needed to enable AC Transit's to restore TI/YBI service?
- Can Muni provide the on-island shuttle service?

## Residential Density

### *Problems identified in the proposed plan:*

- ¼ of residential acreage @ 50 du/acre or less disperses housing throughout TI;
- Maximum density @ 70 du/acre does not allow tight clustering;
- Half the units are more than ½ mile from currently proposed ferry terminal, requiring riders to transfer from shuttle.

### *Suggested modifications:*

- Increase number of residential units;
- Increase minimum and maximum density;
- Cluster housing more tightly around neighborhood and transportation services.

### *Additional information needed:*

- To what extent would tighter clustering improve transit ridership?
- What would be the savings in infrastructure costs?

## Parking

### *Problems identified in the proposed plan:*

- The more than 5,500 on- and off-street parking spaces will encourage the private automobile;
- Costs of residential off-street parking are folded into housing costs;
- Residential off-street parking under residential buildings will discourage active street life.

### *Suggested modifications:*

- Significantly reduce (or eliminate) parking;
- Unbundle parking from housing costs;
- Centralize parking at same distance from residential uses as transit;
- Require that access to parking be from the street.

### *Additional information needed:*

- What is the minimum parking needed for the housing to be marketable?
- How can parking be designed and financed to discourage private auto trips?
- What transit services and other measures would be needed for TI/YBI For TI/YBI residents to enjoy a car-free lifestyle?

## For more information:

Treasure Island Development Authority:

[http://www.sfgov.org/site/treasureisland\\_index.asp](http://www.sfgov.org/site/treasureisland_index.asp)

Arc Ecology: <http://www.arcecolony.org/>

### TI/YBI PLANNING PROCESS

When the federal government decided to close the naval base on TI/YBI, the City drafted a plan for the reuse of the property, as required by the federal government. The City also created a second redevelopment agency, the *Treasure Island Development Authority (TIDA)*, with jurisdiction over most of the former base land. TIDA is also responsible for Public Trust compliance.

Although everyone agrees that the 1996 Draft Reuse Plan is obsolete, the City has not conducted a subsequent public planning process to update its vision for TI/YBI redevelopment. Decisions are being made through a more reactive planning process, in which TIDA responds to proposals put forward by developer TICD.

Thus far, two main decisions have been made: TIDA has granted exclusive negotiating to TICD, and state legislation has been passed enabling the State Lands Commission to approve an exchange of TI Public Trust land for YBI non-Public Trust land. The current schedule calls for the City to adopt the TI/YBI Redevelopment Plan and amend the General Plan to cover TI/YBI after the main terms of the development agreements have been worked out.



## John Holtzclaw

1508 Taylor San Francisco CA 94133 ▪ 415-928-8332 o 415-977-5534 Fx 415-977-5799  
 john.holtzclaw@sierraclub.org www.sierraclub.org/sprawl www.sflcv.org/density  
 PhD Urban Sociologist ▪ Engineering Physicist ▪ Regional Planner

	SPRAWL	TRANSIT VILLAGE	URBAN CENTER	METRO CENTER
	San Ramon CA	Rockridge, Oakland CA	North Beach, San Francisco	Manhattan
Residential Density (hh/res. acre)	3.2	10	100	200
Land/1000 households (acres)	312	100	10	5
Transit Service (veh/hr nearby)	1	27	90	very high
Shopping (5 stores < 1/4 mi)	no homes	25% of homes	all homes	all homes
Pedestrian amenities	low	medium	high	high
Autos/capita	.79	.66	.28	.12
Auto miles/capita	10,591	6,455	2,759	1,145
Annual household auto costs	\$8,200	\$5,030	\$1,900	\$800
Housing sales prices, 2002-3	\$295 / ft <sup>2</sup>	\$407 / ft <sup>2</sup>	\$1,858 / ft <sup>2</sup>	higher

Holtzclaw, *Using Residential Patterns and Transit to Decrease Auto Dependence and Costs*, 1994; Newman and Kenworthy, *Cities and Automobile Dependence*, 1989

From 2 households/acre up, each doubling of density reduces driving 25 -30%; from 10 hh/ac up, each doubling reduces driving 40%.

Holtzclaw, 1994

### Building Materials

Sprawling homes	use 5 times as much copper pipe	as a typical Nob Hill, San Francisco apartment
(Davis, CA)	use 35 times as much land	
	need 15 times as much roadway	
	use 4 times as much lumber	
	require mailcarrier to travel 300 times as far	
	use 70 times as much water	
	need 5 times as much heating	
	require 4 times as much driving	

Phillips & Gnaizda, *CoEvolution Quarterly*, Summer 1980

### Pedestrian Friendliness

To create pedestrian- and transit-friendly neighborhoods:

- fine-grain street grid -- small blocks with many pedestrian routes, secure bike parking
- wide continuous sidewalks with trees, bus shelters, seating, fountains
- buildings built close to the sidewalks, not set back behind parking or broad lawns
- calm, safe traffic -- narrow roads, trees, frequent vehicular stops, slow traffic, prominent crosswalks

### Roadway Capacity

Subway line accommodates as many people as	35 freeway lanes
Light rail line or buses	15 freeway lanes
Lane of walkers	5 freeway lanes
Bicycle lane	2 freeway lanes

Lowe, *WorldWatch Paper* 98

### Average Speed

Including time spent parking, servicing, and paying for the car, Americans average 5 - 7 mph.

Ivan Illich, *Energy and Equity*, 1974









February 28, 2005



Ms. Claudine Cheng, Chair  
Board of Directors  
Treasure Island Development Authority  
410 Palm Avenue  
Treasure Island  
San Francisco, CA 94130

Re: Draft Infrastructure Plan

Dear Ms. Cheng and Members of the Board of Directors:

The Sierra Club supports the redevelopment of Treasure and Yerba Buena Islands in a way that makes them shining examples of sustainability, and we look forward to commenting on the TI Sustainability Plan when it is released. In the meantime, we have some concerns about the Infrastructure Plan; the development cannot be sustainable if the infrastructure is not designed to accommodate the implementation of the goals of the City's Sustainability Plan and green building measures that will achieve a LEED rating of at least Gold. The following topics are of particular interest to the Club:

#### **PHASING - Toxic Remediation**

Restrictive land use covenants and institutional controls should not be regarded as acceptable substitutes for the thorough cleanup of toxic substances. Also, the wetlands and other aspects of the development should not have to be configured to avoid the contaminated areas – the contamination should be thoroughly remediated to allow for the best possible land use plans and for the possible adjustment of use patterns in the future.

#### **GEOTECHNICAL**

The measures proposed to mitigate the liquefaction and lateral spreading impacts of a design-level earthquake (stone columns and soil-cement columns) do not appear to take into account the possible effects of sea level rise. Sea

level rise is an issue that must be taken seriously. In the document "Climate Action Plan for San Francisco" (SF Department of the Environment and SFPUC, September 2004), Mayor Newsom's introductory remarks include:

"Climate change presents serious threats to the quality of life in San Francisco. The impacts of rising sea levels could be potentially devastating. Low-lying level areas such as [SFO], **Treasure Island** . . . could be threatened."

TI's groundwater is estimated at a depth of about five feet. To what extent will the impact of rising sea levels affect the depth of the groundwater, and how will a higher groundwater level affect the efficacy of the proposed stone and soil cement columns? We have heard that if a tsunami originates in the Pacific Ocean today, its force would be dissipated as it moves through the Golden Gate to the extent that it would not overtop TI's rock wall. Even if true, will this still be the case when sea level is higher? How will sea level rise affect TI with regard to storms at times of high tides and heavy rain? What might be the impacts of higher groundwater levels on flooding, mobilization of toxic substances, extent of saltwater intrusion (and its impact on vegetation and underground utilities), etc.? We urge the TIDA Board to assure that these issues are thoroughly studied by disinterested engineers and scientists.

## TRANSPORTATION

To make the islands truly walkable requires smart land use planning, with most residential uses within a short walk of retail services and transit hubs. The Land Use Plan needs to be re-visited to incorporate principles of compact development and smart growth.

It is difficult to understand the implications of the proposed infrastructure without seeing a street layout diagram that shows the expected Muni route, the locations and quantities of both on- and off-street parking spaces, and the City Carshare pods.

We support a development plan that offers the pleasure, comfort and safety of a car-free visitor experience and a car-free lifestyle for residents.

### Bicycles and Pedestrians

How are bicycles to be accommodated on the Neighborhood Streets and Alleys? What will protect cyclists from getting "doored" on the Collector Streets? Four-foot sidewalks are too narrow, and we would like to see a commitment that sidewalks will be unobstructed; garbage cans, street trees, sign poles, street lights, etc. can all go in planting strips or bulb-outs.

What is the plan for getting children safely to school by walking or biking? TICD should be instructed to work with Walk SF to develop a "Safe Routes to School" plan.

### Ferries

We have yet to see any studies that demonstrate that TI ferry service can work, and if so under what conditions. It may be that with the right terminal location, a more compact land use plan, and a considerable reduction in auto use, that ferry service could be viable, but there is no way to tell at this time. It is premature to be basing an infrastructure plan on unfounded ridership and revenue assumptions. The Club will not be able to support ferry service that requires subsidization to the extent that bus service will suffer.

### Parking

The Draft Infrastructure Plan calls for far too much parking. The cost of a parking space should be de-coupled from the cost of a dwelling unit in **all** of the neighborhoods, not just in one of them. It does not make sense to put off decisions about parking space numbers to a future date; parking spaces are car magnets, and the number of parking spaces provided will in large part determine the number of cars driven and thus the amount of street space that must be devoted to cars. A public policy decision is needed soon about the extent to which TI/YBI will provide a car-free option for residents and a "car-minimal" experience for visitors. At the very least it should be specified that there will be no subsidized parking.

## **WATER SUPPLY**

We are pleased to see that low water use landscaping and the use of recycled water are being discussed. We hope that the TI/YBI Sustainability Plan will provide a more detailed water conservation and recycling plan – one that will reduce the need to import Tuolumne River Water.

## **SEWAGE**

It is good to see that on-island treatment is being assumed in the plan, and we are hopeful that the East Bay treatment option will soon be permanently abandoned. We believe that a state-of-the-art water recycling facility can be incorporated into the landscaping plans for TI so as to serve as an aesthetic and recreational amenity. We urge you to consider, as an example, the West Point Treatment Plant in Discovery Park in Seattle.

## "RECLAIMED" WATER SYSTEM

We would like to see a list of uses, with projected amounts, for recycled water and a distribution diagram that shows where the recycled water will be stored and where it will be used.

## "STORM DRAIN" SYSTEM

We are pleased that the stormwater management system includes nature-based, multi-benefit uses such as constructed wetlands and vegetated swales. We hope to see a program that addresses capturing roof runoff for beneficial uses. Also, please consider, as examples, the green roof atop the Ford plant in Dearborn, Michigan, and the living roof proposed for the new Academy of Sciences building in Golden Gate Park.

## UTILITIES

The Sierra Club strongly supports the use of non-polluting, renewable energy sources. Does the proposed electrical system adequately accommodate solar power and heating, re-use of methane from the sewage treatment plant, fuel cells, photo-voltaic panels, and so on? Has a Distributed Energy System been considered?

We appreciate the opportunity to comment, and look forward to participating in a public process that leads to the best possible project for the City, TI/YBI's residents and visitors, and the developer.

Cordially,



Becky Evans, Chair  
Executive Committee  
San Francisco Group

---

reply to:

Pinky Kushner  
Conservation Chair  
1362 Sixth Avenue  
San Francisco, CA 94122









## San Francisco Group

1 March 2005

Ms. Claudine Cheng, Chair  
Board of Directors  
Treasure Island Development Authority  
410 Palm Avenue  
Treasure Island  
San Francisco, CA 94130

Re: Draft Infrastructure Plan

Dear Ms. Cheng and Members of the Board of Directors:

The Sierra Club supports the redevelopment of Treasure and Yerba Buena Islands in a way that makes them shining examples of sustainability, and we look forward to commenting on the TI Sustainability Plan when it is released. In the meantime, we have some concerns about the Infrastructure Plan; the development cannot be sustainable if the infrastructure is not designed to accommodate the implementation of the goals of the City's Sustainability Plan and green building measures that will achieve a LEED rating of at least Gold. The following topics are of particular interest to the Club:

### PHASING - Toxic Remediation

Restrictive land use covenants and institutional controls should not be regarded as acceptable substitutes for the thorough cleanup of toxic substances. Also, the wetlands and other aspects of the development should not have to be configured to avoid the contaminated areas – the contamination should be thoroughly remediated to allow for the best possible land use plans and for the possible adjustment of use patterns in the future.

### GEOTECHNICAL

The measures proposed to mitigate the liquefaction and lateral spreading impacts of a design-level earthquake (stone columns and soil-cement columns) do not appear to take into account the possible effects of sea level rise. Sea level rise is an issue that must be taken seriously. In the document "Climate Action Plan for San Francisco" (SF Department of the Environment and SFPUC, September 2004), Mayor Newsom's introductory remarks include:

"Climate change presents serious threats to the quality of life in San Francisco. The impacts of rising sea levels could be potentially devastating. Low-lying level areas such as [SFO], Treasure Island . . . could be threatened."

TI's groundwater is estimated at a depth of about five feet. To what extent will the impact of rising sea levels affect the depth of the groundwater, and how will a higher groundwater level affect the efficacy of the proposed stone and soil cement columns? We have heard that if a tsunami originates in the Pacific Ocean today, its force would be dissipated as it moves through the Golden Gate to the extent that it would not overtop TI's rock wall. Even if true, will this still be the case when sea level is higher? How will sea level rise affect TI with regard to storms at times of high tides and heavy rain? What might be the impacts of higher groundwater levels on flooding, mobilization of toxic substances, extent of saltwater intrusion

(and its impact on vegetation and underground utilities), etc.? We urge the TIDA Board to assure that these issues are thoroughly studied by disinterested engineers and scientists.

## TRANSPORTATION

To make the islands truly walkable requires smart land use planning, with most residential uses within a short walk of retail services and transit hubs. The Land Use Plan needs to be re-visited to incorporate principles of compact development and smart growth.

It is difficult to understand the implications of the proposed infrastructure without seeing a street layout diagram that shows the expected Muni route, the locations and quantities of both on- and off-street parking spaces, and the City Carshare pods.

We support a development plan that offers the pleasure, comfort and safety of a car-free visitor experience and a car-free lifestyle for residents.

### Bicycles and Pedestrians

How are bicycles to be accommodated on the Neighborhood Streets and Alleys? What will protect cyclists from getting "doored" on the Collector Streets? Four-foot sidewalks are too narrow, and we would like to see a commitment that sidewalks will be unobstructed; garbage cans, street trees, sign poles, street lights, etc. can all go in planting strips or bulb-outs.

What is the plan for getting children safely to school by walking or biking? TICA should be instructed to work with Walk SF to develop a "Safe Routes to School" plan.

### Ferries

We have yet to see any studies that demonstrate that TI ferry service can work, and if so under what conditions. It may be that with the right terminal location, a more compact land use plan, and a considerable reduction in auto use, that ferry service could be viable, but there is no way to tell at this time. It is premature to be basing an infrastructure plan on unfounded ridership and revenue assumptions. The Club will not be able to support ferry service that requires subsidization to the extent that bus service will suffer.

### Parking

The Draft Infrastructure Plan calls for far too much parking. The cost of a parking space should be decoupled from the cost of a dwelling unit in all of the neighborhoods, not just in one of them. It does not make sense to put off decisions about parking space numbers to a future date; parking spaces are car magnets, and the number of parking spaces provided will in large part determine the number of cars driven and thus the amount of street space that must be devoted to cars. A public policy decision is needed soon about the extent to which TI/YBI will provide a car-free option for residents and a "car-minimal" experience for visitors. At the very least it should be specified that there will be no subsidized parking.

## WATER SUPPLY

We are pleased to see that low water use landscaping and the use of recycled water are being discussed. We hope that the TI/YBI Sustainability Plan will provide a more

detailed water conservation and recycling plan – one that will reduce the need to import Tuolumne River Water.

#### SEWAGE

It is good to see that on-island treatment is being assumed in the plan, and we are hopeful that the East Bay treatment option will soon be permanently abandoned. We believe that a state-of-the-art water recycling facility can be incorporated into the landscaping plans for TI so as to serve as an aesthetic and recreational amenity. We urge you to consider, as an example, the West Point Treatment Plant in Discovery Park in Seattle.

#### "RECLAIMED" WATER SYSTEM

We would like to see a list of uses, with projected amounts, for recycled water and a distribution diagram that shows where the recycled water will be stored and where it will be used.

#### "STORM DRAIN" SYSTEM

We are pleased that the stormwater management system includes nature-based, multi-benefit uses such as constructed wetlands and vegetated swales. We hope to see a program that addresses capturing roof runoff for beneficial uses. Also, please consider, as examples, the green roof atop the Ford plant in Dearborn, Michigan, and the living roof proposed for the new Academy of Sciences building in Golden Gate Park.

#### UTILITIES

The Sierra Club strongly supports the use of non-polluting, renewable energy sources. Does the proposed electrical system adequately accommodate solar power and heating, re-use of methane from the sewage treatment plant, fuel cells, photo-voltaic panels, and so on? Has a Distributed Energy System been considered?

We appreciate the opportunity to comment, and look forward to participating in a public process that leads to the best possible project for the City, TI/YBI's residents and visitors, and the developer.

Cordially,



Pinky Kushner,  
Conservation Chair

---

reply to:  
Pinky Kushner  
1362 Sixth Avenue  
San Francisco, CA 94122









# Arc Ecology

833 Market Street, Suite 1107 ♦ San Francisco, California 94103

phone: 415 495 1786 ♦ fax: 415 495 1787 ♦ e-mail: evebach@arcecology.org

February 9, 2005

Claudine Cheng, Chair and  
Members of the Treasure Island Development Authority  
Treasure Island Development Authority  
410 Palm Avenue, Building 1, 2nd Floor  
San Francisco, CA 94130

SUBJECT: Infrastructure Plan

Dear Members of the TIDA:

The TI/YBI Infrastructure Plan provides with a good opportunity to test how well the proposed development will meet standards for smart growth. Our review of the Infrastructure Plan raises two concerns.

First, the design of the proposed roadway system in effect values vehicle traffic flow and parking availability over incentives for walking, bicycle, and public transportation. This is a problem for TI/YBI, a site whose tolerance for traffic is severely constrained. It is inconsistent with planning goals and objectives articulated in the Proposed Reuse Plan, the RFP, and comments by the Citizens Advisory Board.

The second concern is the burden of infrastructure costs on residential development – approximately \$100,000 per unit if total infrastructure costs are distributed among the 2,800 units. (Although the final number may be somewhat lower when commercial development is factored in, the ability of non-residential development to significantly lighten the burden will be limited by market conditions.) The high costs per household have two components: the small number of residential units, and a land use plan that disperses those units throughout the island rather than clustering them in high densities around major activity nodes.

We appreciate that designing the infrastructure systems for this site represents an awesome challenge. And we understand that the primary purpose of this plan is to enable TIDA and TICD to estimate costs so they can negotiate a development agreement; that the details are illustrative rather than definitive. However it is not unusual for a prototype used to determine financial feasibility to take on a normative life of its own. The “examples” in effect define the norm as the baseline design. The Infrastructure Plan becomes a part of the Term Sheet, which in turn defines the limits of the DDA. Since deviations from the Infrastructure Plan affect the financial assumptions, they are for practical reasons usually limited in their scope.

Furthermore, the detailed specifications of the “examples” in the Infrastructure Plan provide important insights into the priorities for the project. For example, wide arterials with medians and turn lanes demonstrate a strong interest of accommodating high traffic volumes and enabling high rates of speed. Providing for parking at every level from arterial to private streets is an indicator that the project is being designed primarily for automobile access.



## DESIGNING FOR PEDESTRIANS, CYCLISTS, AND TRANSIT

Unlike other systems described in the Infrastructure Plan – e.g. water – the roadway analysis does not begin with an estimation of demand that the project will be designed to generate. Instead it appears that a template based on SF streets has been automatically imposed on a site without reference to the differences in function that TI/YBI streets will serve or the special needs of the site to limit traffic.

For example, arterials in the rest of San Francisco are designed to carry large amounts of through traffic even in neighborhoods that are themselves compact and walkable. On TI/YBI, there will be no through traffic; all trips will be generated by the islands' origins and destinations. The stated planning goal is that walking, bicycles, and transit should be the primary modes for on-island circulation; commuting is supposed to be primarily accommodated by ferries and buses. A street system designed to accomplish these objectives would look very different from the examples provided in the Infrastructure Plan.

Streets designed to accommodate a higher rate of automobile use than planned for TI/YBI will pre-empt planning goals and become, in effect, self-fulfilling prophecies. It is also wasteful, as well as counter-productive to invest in streets designed to minimize peak period delay for cars approaching the Bay Bridge when they will only have to join queues extending for a mile or two before they access the on-ramps.

The road system for TI/YBI needs to be redesigned after a circulation plan has been produced. That will assist the TIDA in sorting out priorities for the road system. Is the highest Level of Service for automobiles the primary performance goal or is it safe navigation of the island by pedestrians and bicycles? Are 1840 on-street parking spaces (in addition to more than 3000 off-street spaces) of greater value than creating incentives for transit?

### Arterials

Arterial streets will comprise the main loop around the island, and will include California Street, Maybeck Avenue, 12th Street, and Blossom Street, as indicated on Figure D.2. These streets will include a 12-foot wide traffic lane and an eight-foot wide parking lane in each direction, separated by a median varying from 12 to 17 feet wide. The median will be used for left turn pockets at intersections where appropriate. This section will also include either a Class 1 or Class 2 bikeway, as described in the next section. There will be an eight-foot wide landscaping section and eight foot wide sidewalk on each side of the road. Medians will be landscaped except where left turn pockets are needed.

The arterials have been designed as a "grand boulevard." The problem is that grand boulevards primarily serve vehicles rather than pedestrians. The median strip separating directional flows will enable and encourage traffic to travel faster than on an undivided street, especially since one of the main purposes of the median is to provide room for turning lanes. The higher velocity is itself a major impediment to pedestrian use and is the major factor in pedestrian-vehicle collisions.

The 2-way bicycle lane located to one side of the divided street is also a traffic hazard because cross-traffic at intersections will not expect to look in both directions before crossing the bicycle path. In addition, it is not clear how much of the bikeway will be separated from traffic since the text calls for "either a Class 1 or Class 2 bikeway." The combination of on-street parking and

Class 2 bikeways creates a safety hazard since opening car doors are a source of collisions. This conflict is often unavoidable when bikeways are retrofitted onto existing streets, but can be prevented when a roadway system is being designed from scratch – especially in a development that purports to prioritize bicycles.

As we have suggested above, no roads on TI or YBI will be expected to serve the functions of a San Francisco arterial since there will be no through traffic. Therefore, standard design criteria for San Francisco arterials do not apply to the function of any TI or YBI roadways. A roadway for cross-island traffic needs to be designed for the specific functions that it is expected to perform. One of those functions must be to discourage cross-island trips by automobile.

Providing two full parking lanes on the arterials not only increases the width of the right-of-way to 100 feet, but also creates a disincentive for other trip modes.

The Infrastructure Plan does not provide for bus stops, overlooking the significant costs of bus stop reinforced street pads and furniture.

The streets designated as arterials in the Infrastructure Plan should be redesigned to perform as low speed, local-serving streets that prioritize buses.

Class 1 single direction bikeways should be provided throughout.

## Collectors

Collector streets will comprise the second level of roadways, and will include Gateview Avenue and Sprinz Street, as shown on Figure D.2. The typical section for these streets is shown on Figure D.3. This section will include a 12 foot wide traffic lane in each direction and will also include eight foot wide parking lanes and five foot wide Class 2 bikeways where appropriate. The difference between the arterial cross section and the collector cross section is the inclusion of the median in the arterial section, and the inclusion of Class 1 bikeways in the arterial section.

Like the arterials, the collector roads have not been designed to serve TI/YBI circulation goals. It is questionable whether the collectors need to be 12 feet wide when speed is not a design objective.

It is not clear whether Class 2 bikeways would be provided on all collectors, or only on those deemed “appropriate”. In any event, the conflict between street parking and Class 2 bikeways is as unsafe on collectors as on arterials and should be eliminated from the design by providing Class 1 bikeways throughout.

The collectors must also provide for buses.

The streets designated as collectors in the Infrastructure Plan should be redesigned to perform as low speed, local-serving streets that prioritize bicycles and buses.

Parking should be eliminated.

Class 1 bikeways should be provided throughout.

Provision for buses should be included in the cost estimates.

### **Residential Streets**

Neighborhood streets will have a minimum right-of-way 50 feet wide with a 34 foot wide paved width, as specified by the San Francisco Subdivision Code. These streets will include a four foot wide landscaping strip and a four foot wide sidewalk on each side of the road. The locations of the neighborhood streets are shown on Figure D.1, and the typical cross section is shown on Figure D.4.

Although the Infrastructure Plan is coy about saying so, residential streets that are 17 feet wide seem designed to provide still more parking. Four feet wide sidewalks are too narrow for neighborhoods that purport to encourage walking.

Bicycles will have to share the street with parked and moving cars since no bikeways are designated.

No provision has been made for buses.

The streets designated as residential in the Infrastructure Plan should be redesigned to prioritize bicycles and buses. Class 1 bikeways should be provided throughout. Sidewalks should be widened.

Parking should be eliminated or severely restricted.

Provision for buses should be included in the cost estimates.

### **Mews**

Mews will be constructed to the requirements of the San Francisco Subdivision Code, with a maximum paved width of 25 feet, a minimum sidewalk width of four feet on each side, and a minimum right-of-way width of 40 feet for through streets and 60 feet for dead end streets. A sidewalk on one side only may be requested at some locations as an exception.

It is puzzling that the only exception to San Francisco standards that is mentioned in the Infrastructure Plan is limiting sidewalks on only one side of the street. As with other streets in the system, street dimensions seem to be driven by the goal of providing 1850 parking spaces.

The streets designated as mews in the Infrastructure Plan should include sidewalks on both sides of the street and parking should be very limited.

### **REDUCING THE BURDEN OF INFRASTRUCTURE COSTS ON RESIDENTS**

Distributed among residents, infrastructure costs for TI/YBI amount to nearly \$100,000 per unit excluding the ticket for cleanup, maintenance of interim infrastructure, and an East Bay back-up water line. Non-residential users are unlikely to lighten the burden significantly because they will account for a small proportion of the development's land value.

One of the important messages of the Infrastructure Plan therefore is that the amount of housing should be increased. The savings potentially available from a more compact land use plan also should be calculated.

Both of these measures could help to make the proposed TI/YBI development more consistent with smart growth principles since reducing car trips must be a prerequisite for increasing the population. The next iteration of the Land Use Plan should incorporate these objectives.

I hope these comments will be useful. Please let me know if I can be of an assistance.

Yours truly,

A handwritten signature in dark ink, appearing to read "Eve Bach", followed by a horizontal line.

Eve Bach  
Staff Economist/Planner

Cc: Tony Hall  
Jack Sylvan  
Michael Cohen  
Citizens Advisory Board  
Jay Wallace











## San Francisco Tomorrow

*Since 1970, Working to Protect the Urban Environment*

February 8, 2005

Honorable Claudine Cheng, Chair  
Honorable Board Members  
Treasure Island Development Authority  
410 Avenue of the Palms  
Treasure Island  
San Francisco, CA 94130



### Re: Treasure Island Infrastructure Plan

Dear Board Members,

San Francisco Tomorrow was established in 1970 to promote environmental quality, neighborhood livability and good government in San Francisco. We support the redevelopment of Treasure and Yerba Buena islands in a way that achieves these goals.

We have recently become aware of the Draft Infrastructure Plan prepared by Korvc Engineering, and we have some suggestions and concerns.

#### General

Before getting into the content of the plan, we have a few general observations. First, the document itself is terribly unwieldy, partly due to the failure to employ two-sided copying (contrary to City policy) and also to the wasteful use of tabbed dividers between individual sheets of paper. Smartly labeled tabs can be a great help in navigating large documents, but because these tabs were labeled with codes rather than topics, the reader had to constantly flip to the Table of Contents, and there were many more tabs than could be useful. Also, especially for purposes of group discussion, it would be helpful if the pages were numbered. Please urge all consultants to be more considerate of the environment and the public in the production of future documents.

Secondly, even though the plan is dated December 20<sup>th</sup>, it wasn't until after January 26<sup>th</sup> that a notice of its availability was posted on TIDA's Master Development Information web page. It is difficult for a large volunteer organization such as SFT to take advantage of the diverse skills of our members in the process of reviewing a document and compiling our comments in less than a few weeks. Meaningful public involvement requires more lead time. Please make future documents available to the public in a more timely fashion.

As World Environment Day approaches, we are especially eager to be in a position to "show off" the plans for TI and YBI as a model of sustainability for the world's mayors. For that to happen, the islands' infrastructure must be designed to accommodate the most environmentally sound technology and practices, including "green building" measures that will earn a LEED Gold rating.

Here are some of our comments and questions regarding certain sections of the document:

*Will you want to live in San Francisco – tomorrow?*

41 Sutter Street, Suite 1579 • San Francisco CA 94104-4903 • (415) 566-7050  
Recycled Paper



## TRANSPORTATION

### Streets

What assumptions are being made about the volume and speed of the traffic on these streets? We strongly believe that the private automobile should not be the dominant form of transportation on the islands, and that space for cars must be kept to a minimum in order to convey that message.

We appreciate the aesthetic value of landscaped medians and planting strips, but we are concerned that if the medians are to be 12-17 feet wide, it could take too long for pedestrians, particularly elderly or disabled to cross the total width of the street. We see no need for the width of a street right-of-way to be 100 to 118 feet wide. For instance, traffic lanes are generally 12 feet wide only in the case of heavily used bus lanes. Otherwise, traffic lanes need not be more than ten feet wide.

### Bicycles

We appreciate that bicycle transportation is accommodated in the plan. In addition to the bike route connections to the East Span bike paths, we would like to see planning commence for connections to the new cantilevered bikeways proposed for the West Span. We urge TIDA to consult regularly with the San Francisco Bicycle Coalition as these connectors are designed.

### Pedestrians

To make the islands truly walkable requires smart land use planning, with most residential uses within a short walk of retail services and transit hubs. SFT wishes to go on record with our concern that no infrastructure plan should be approved without first assuring that the best possible land use plan, incorporating principles of compact development and smart growth, has been achieved.

Assuring that walking will be a viable means of transportation will also require public pedestrian routes through the Job Corps campus. We would like to know the status of such discussions with the Department of Labor.

All main streets should have pedestrian count down signals.

### Ferries

SFT supports the concept of ferry service to TI/YBI, but at this time we are not convinced that ferries can operate without such extensive subsidies as to threaten bus service throughout the region. Bus service should get priority over ferry service. We have yet to see any studies that demonstrate that TI ferry service can work, and if so under what conditions. It may be that with the right terminal location, a more compact land use plan, and a considerable reduction in auto use, that ferry service could be viable, but there is no way to tell at this time. It is unwise and premature to base an infrastructure plan on unfounded ridership and revenue assumptions.

### Parking

The Draft Infrastructure Plan calls for far too much parking. We question the necessity of a 250-car, \$5.5 million parking garage in addition to up to 1840 on-street spaces and almost 2800 off-street spaces in the residential areas. How much of the parking is to serve commercial uses? We also believe that the cost of a parking space should be de-coupled from the cost of a dwelling unit in

all of the neighborhoods, (as it is in the proposed Transbay Terminal Redevelopment project), not just in one of them, and believe this would substantially reduce the need for parking on the islands.

It does not make sense to put off decisions about parking space numbers to a future date; the number of parking spaces will in large part determine the number of cars and thus the amount of street space that must be devoted to cars and the amount of non-car alternatives that must be provided. A public policy decision is needed soon about the extent to which TI/YBI will provide a car-free option for residents and a "car-minimal" experience for visitors. We would also like to see a plan for the locations and numbers of City CarShare pods.

### WATER SYSTEMS

SFT supports maximum water conservation and recycling to reduce the need to import Tuolumne River Water. We also want to be assured that the wastewater systems -- both sewage and stormwater -- be designed and operated as sustainably as possible. This requires that the water be regarded as a resource, not a nuisance, and that it be collected, transported, treated, re-used and discharged using the best available technologies and with multiple benefits in mind.

### DRY UTILITIES

SFT supports maximizing energy conservation and the use of renewable and non-polluting energy sources to the greatest extent feasible. We urge the TIDA to require thorough exploration of the feasibility of solar power and heating, re-use of methane from the sewage treatment plant, fuel cells, photo-voltaic panels, and so on. Any wind turbines should be used only with the approval of the Audubon Society.

With regard to Table J.3, it is unclear how much of the Construction Cost (estimated at \$9.6 million), will be paid by whom. Given the apparent confusion described in the press, (e.g., the SF Bay Guardian, January 26, 2005), we would like to see some explanation of how much TIDA owes the PUC and how much it is expected to owe and when and how these bills will be paid.

With many of the various utility and transportation systems, a greater investment in capital costs can mean considerable reductions in operation and maintenance costs, as well as in energy and resource consumption and other environmental impacts in the future. We urge the TIDA to think of long-term benefits and to insist upon the most sustainable infrastructure systems possible.

In conclusion, while there are many elements of the Infrastructure Plan that we support, we cannot support moving forward with infrastructure planning until transportation and land use issues have received more thorough review and resolution.

Please feel free to contact us for more information or clarification.

Sincerely,



Jennifer Clary, President

cc: Tony Hall, Executive Director







John P. Behanna. P.E.  
63 Bluxome St.  
San Francisco, CA 94107

Honorable Claudine Cheng, Chair  
Board of Directors  
Treasure Island Development Authority  
410 Palm Avenue  
Treasure Island  
San Francisco, CA 94130



Re: Draft Infrastructure Plan

Dear Ms. Cheng and TIDA Board Members,

I have reviewed the Draft Infrastructure Plan (Korve Engineering, 12/20/04) and would like to suggest the following comments concerning sustainability / energy / electric service provisions.


the current infrastructure of Treasure Island / Yerba Buena Island lends itself particularly well to a Distributed Energy System (DES) . In doing so great efficiencies in energy utilization could be realized and newly developed electrical power and heat generating devices could be utilized. The current grid could be easily subdivided into groupings of differing time/utilization control by remote instrumentation so as to balance power demand to meet a neutral service grid. It makes co-generating and biomass conversion practical, both of which are of particular concern in this cold, remote location. This provision would also result in markedly diminished carbon emissions

The utilization of upgraded, existing grid supply and distribution facilities would lessen the considerable initial cost and development scheduling of a the new supply and distribution system proposed.

If there ever was a time and logistics situation that lent itself particularly well to utilizing a DES program, the Treasure Island redevelopment is it. The technology has been developed. Many corporate entities, all over the developed world have expertise in such systems Commissions and Legislatures are calling for (clean) energy conservation. It's time to switch to 21st century technology.

I have been very pleased to see the project moving along again and appreciate your, your commissions and Director Hall's efforts.

Very truly yours,

  
John P. Behanna

Attachment: notes and links reference

## Energy - Distributed Energy

The current infrastructure, remote location and cool climate of Treasure Island / Yerba Buena Island lends itself particularly well to the utilization of a Distributed Energy System (DES) and co-generation. In doing so great efficiencies in energy utilization may be gained by employing newly developed electrical power and heat generating devices. In addition the cost of providing new electricity transmission lines and distribution system could be reduced

### Relevant Net Sites (www.TI21.net/energy)

U.S. Department of Energy Distributed Energy Program "Distributed Energy offers solutions to many of the nation's most pressing energy and electric power problems, including blackouts and brownouts, energy price spikes, energy security concerns, power quality issues, rising energy costs, tighter emission standards, transmission bottlenecks, and the desire for greater control over energy costs" <http://www.eere.energy.gov/de/>

In principle, a fuel cell operates like a battery. Unlike a battery, a fuel cell does not run down or require recharging.. Fuel cell basics, types, and uses. <http://www.fuelcells.org/>

MicroTurbine generators for combined heat and power The basics of co-generating micro turbines, generally in the 50-200 kw. These devices are also manufactured by many other companies <http://www.capstoneturbine.com/>

The US Department of Energy's National Center for Photovoltaics (NCPV) performs research and development, promotes partnering and growth opportunities. Everybody knows about solar panels. While not cost effective they are safe and simple. the city of San Francisco strongly supports PV installations. <http://www.nrel.gov/ncpv/>

LNG Fact Sheet; The direction things are going with "natural gas. We may need it. What it is, Composition, How is it stored. How is it kept cold, Have there been any serious accidents, ect A general fact sheet about this coming energy source. <http://www.ch-iv.com/lng/lngfact.htm>

California Energy Commission and distributed generation Distributed energy resources (DER) are parallel and stand-alone electric generation units located within the electric distribution system at or near the end user. DER can be beneficial to both electricity consumers and if the integration is properly engineered, the energy utility <http://www.energy.ca.gov/distgen/>







# ALLIANCE FOR A CLEAN WATERFRONT

*Protecting and Enhancing San Francisco's Water Resources*

---

February 7, 2005

Honorable Claudine Cheng, President  
Board of Directors  
Treasure Island Development Authority  
Building One  
410 Palm Avenue  
Treasure Island  
San Francisco, CA 94130



Re: Comments on Draft Infrastructure Plan

Dear Ms. Cheng,

The Alliance for a Clean Waterfront is a coalition of 22 San Francisco organizations promoting the protection and enhancement of the City's water resources. Our current focus is to assure that the PUC's three-year planning process results in a sustainable water management system.

Because Treasure and Yerba Buena islands are among the few places in San Francisco with separate sewage and stormwater systems, and because the islands' infrastructure will be almost entirely new, the City has an opportunity here that may never come again – to create a truly state-of-the-art, cost-effective, multi-benefit, environmentally sound water management system.

The Draft Infrastructure Plan (12/20/04) mentions a number of proposals that can move the redevelopment in the direction of sustainability. We are pleased to see that Treasure Island Community Development, LLC is giving serious consideration to: on-island sewage treatment and water recycling; constructed wetlands for stormwater treatment, wildlife habitat and an aesthetic, recreational and educational amenity; and vegetated swales, bio-strips and mechanical separators as part of the stormwater management system.

There are a number of areas, however, where the Draft Infrastructure Plan needs considerable improvement before it should be used as the basis for future planning.

Given that the DIP is dated December 20, 2004, we should have had plenty of time to review and comment on the Plan. However, we learned about its existence only recently. Perhaps the release of such documents could be announced in notices to neighborhood organizations; the Planning Department maintains a list.

The Alliance is particularly interested in the sections of the plan dealing with sewage, stormwater and recycled water. The SF PUC's Technical Advisory Committee should reviewed all of these sections. The TAC includes water management experts of world renown, and it would be a serious waste of their talents to fail to involve them in assuring that TI/YBI's wastewater program is the best that it can be. We urge the TIDA to contact PUC General Manager Susan Leal as soon as possible to request the services of the TAC.

The DIP seems to lack a discussion of some of the ways in which the various infrastructure elements must be considered together.

The Transportation and Stormwater systems are integrally related in two ways: The fewer the motorized vehicles, the less polluted the street and parking lot runoff will be; and, in designing the street system we have the opportunity to create an outstanding public amenity – “healthy corridors” that incorporate stormwater management into green and beautiful streetscapes.

The potable water system and the sewage system are also linked – the less water is used, the less wastewater there is to treat. We expect that the TI/YBI Sustainability Plan will include a detailed water conservation plan (to minimize diversions from the Tuolumne River Watershed), but its relevance should at least be mentioned in the context of wastewater planning. We would like to see a more thorough discussion of minimizing the use of potable water for firefighting, possibly blending Hetch Hetchy water with sea water, stormwater and/or recycled water.

Energy consumption is a major concern in planning wastewater collection and treatment systems and recycled water distribution systems. We want to know that these systems will be designed to use as little energy as possible for pumping and treatment, and that the energy used comes from renewable and non-polluting sources. Also, the energy produced in the sewage treatment process should be efficiently reused.

We appreciate the fact that the stormwater collection and treatment system has been incorporated into the open space system through the use of attractively vegetated swales and a treatment wetland. We would like to see the open space-water management connection made even stronger by designing the sewage treatment facility to serve as a recreational amenity (see below), and by, to the greatest extent possible, incorporating constructed wetlands into the sewage treatment process.

*Here are some of our comments on particular sections of the document:*

## PHASING

In the Waste Characterization paragraph, under Subsurface Disturbance Protocols, we are wondering whether San Francisco's Maher Ordinance applies.

## POTABLE WATER SYSTEM

Under Supply (E-3), the document states that “this water is chlorinated in San Francisco.” In fact, the water is no longer chlorinated, but chloraminated, a fact that must be taken into account in planning for wildlife habitat that would include fish or amphibians.

## WASTEWATER SYSTEM

ACW is pleased that the DIP assumes that TI/YBI sewage will be treated to the tertiary level on Treasure Island, but we would like more information about the status of the MOU with EBMUD. As long as the East Bay treatment option remains on the table, its implications for sewage collection and recycled water distribution should be assessed in greater detail. What are the outstanding issues that must be resolved before the treatment site selection can be finalized?

In designing the sewage treatment plant, which should more appropriately be referred to as the **Water Recycling Facility**, we urge TIDA to explore existing examples of attractive, odor-free plants that use the best available technologies. The West Point Treatment Plant in Discovery Park in Seattle is one such model. The plant is incorporated into the park's landscaping so as to become invisible. Even before the vegetation had matured, the paths and viewpoints of the plant were attracting hundreds of visitors per day, and some communities north of Seattle were vying to be selected as the site for the metropolitan region's planned third sewage treatment plant.

## RECLAIMED WATER SYSTEM

To acknowledge the existence of a natural water cycle, and because the CA Department of Water Resources has a Recycled Water Task Force and the City has a Recycled Water Master Planning effort in the works, we would prefer that the term "recycled" be used instead of "reclaimed."

We would like to see a more complete list of potential uses for recycled water, along with a distribution diagram that shows where the recycled water will be stored and where it will be used.

## STORM DRAIN SYSTEM

This should be called Stormwater Management System; the drains are just one element of the system.

We hope that you will submit the plan to the Bay Area Stormwater Managers Association for review and comment and, again, we feel that it is critical to solicit comments from the PUC's Technical Advisory Committee.

As stated before, the stormwater treatment wetlands are an outstanding feature of the plan. We urge the TIDA to keep open the option of discharging treated stormwater from the treatment wetland into an adjacent constructed tidal salt marsh, as envisioned in the July 2002 Development Concept.

We urge the exploration of the possibility of allowing the percolation/infiltration into the ground of at least some of the street runoff. Obviously, the permeability of the soil will have to be taken into account, as well as the possibility that pollutants could leach into the Bay. We urge the development team to give serious consideration to allowing sidewalk runoff to flow into vegetated strips, and to examine the possibility that, in the center of TI at least, street runoff percolating into the ground will receive adequate treatment through filtration and microbial action before it reaches the perimeter wall. If parking lots are indeed necessary, it may be possible to treat that runoff in adjacent landscaped areas as well. Also, we urge the use of permeable pavement where feasible, especially for walkways.

Rain that falls on roofs should be kept separate from street runoff, and re-used to the extent feasible. Even if the roof water cannot be reused, the water can be managed more easily and treated more thoroughly by storing it temporarily and de-synchronizing the flows to the stormwater system. Also, we urge serious consideration of the use of vegetated "green roofs" as they provide impressive energy, stormwater, and aesthetic benefits.

The use of solid/liquid separators is a great improvement over allowing runoff to reach the Bay untreated, but they're not a substitute for treatment in a well-designed constructed wetland. These separators do not remove pathogens or liquid contaminants such as pesticides, and they need to be regularly cleaned out. How much runoff will bypass them during heavy rainfall? While it is probably not desirable, for energy-consumption reasons, to pump all of TI's stormwater runoff to the treatment wetland at the north end of the island, it may make sense to consider creating smaller wetlands near the south end. The maintenance needs of the "Vortechs" or "CDS" or other hydrodynamic separators should be estimated in the plan.

There appear to be an inadequate number of hydrodynamic separators on YBI. Unless the conference uses proposed for the Great Whites are to be off-limits to cars, the parking lot runoff should receive some kind of treatment.

We appreciate the opportunity to comment. Please put me on the e-mail list at [allianceforacleanwaterfront@earthlink.net](mailto:allianceforacleanwaterfront@earthlink.net) to receive notices of future TIDA meetings. And please feel free to contact me at (415) 794-2539 for any further information or clarification.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Alex Lantsberg', with a long horizontal flourish extending to the right.

Alex Lantsberg,  
Co-Chair







OFFICERS

Oz Erickson  
Chair

Jim Chappell  
President

Vice Chairs

Emilio Cruz  
Evette Davis  
Anne Halsted  
Jeannene Przyblyski

Terry Micheau  
Treasurer

Kirby Sack  
Secretary

Frankie Lee  
Immediate Past Chair

Michael Wilmar  
Advisory Council Chair

Board Members

Michael Alexander  
David Baker  
Rick Barne  
Andy Barnes  
Margo Bradish  
Claudine Cheng  
Peggy Chiang  
Julienne Christensen  
Nia Crowder  
Luisa Ezuero  
Alfonso Felder  
Frank Fudem  
Hilary Gitelman  
Roger Gordon  
Tom Hart  
Vince Hoenigman  
Jon Holtzman  
Caryl Ito  
David Kernan  
Patricia Kilgus  
Rik Kunath  
James Lazarus  
David Lee  
Dan MacEachron  
Terrie McAlpin-Thompson  
John McNulty  
Peter Mezey  
Sandy Mori  
Dick Morten  
Mark Mosher  
Paul Okamoto  
Steve Olinick-Rose  
Brian O'Neill  
Brad Paul  
Roslyn Payne  
Laurence Pelosi  
Tom Radulovich  
Roderick Roche  
Kirby Sack  
Nicole Sawaya  
Gene Schnair  
Paul Sedway  
Anne Shimko  
Dave Snyder  
John Stewart  
Stephen Taber  
Lydia Tan  
Adrianne Tong  
Jeff Tumlin  
Steven Vettel  
Claudia Vlek  
Brooks Walker, III  
Wige Whitney  
Winkelstein  
Howard Wong  
Paul Zeger



312 Sutter Street, Suite 500  
San Francisco, CA 94108-4305

415.781.8726 tel  
415.781.7291 fax

info@spur.org  
www.spur.org

February 8, 2005

Honorable Claudine Cheng, Chair  
Board of Directors  
Treasure Island Development Authority  
410 Palm Avenue  
Treasure Island  
San Francisco, CA 94130

Re: Draft Infrastructure Plan

Dear Ms. Cheng and TIDA Board Members:

The San Francisco Planning and Urban Research Association looks forward with great excitement to the redevelopment of the former military base comprising Treasure and Yerba Buena Islands. We hope to participate supportively and constructively in a planning process that will result in the best possible project – for residents, visitors, the City, the developer and the Bay Area environment.

We have reviewed the Draft Infrastructure Plan (Korve Engineering, 12/20/04) and would like to share our comments.

First, in regard to the Plan as a whole:

SPUR recommends that all aspects of TI/YBI infrastructure be designed to accommodate measures necessary to meet the goals in the City's Sustainability Plan and to achieve the LEED Silver standard.<sup>1</sup>

Also, while we appreciate the difficulties related to the consideration of exceeding 2800 residential units, we urge the TIDA to adopt a process now to assure that the infrastructure planning process, to the extent feasible and permissible, does not preclude a future increase in the number of dwelling units. We believe that increased density, provided that it is not accompanied by an increase in private autos, could lead to a better project depending on the nature of the impacts that might arise from such additional density.

Our biggest hope for Treasure Island is that it be developed as a special place, with a unique identity, rather than just another "mixed use development." We believe the core of such a unique identity could be found with the idea of ecology: Treasure Island could be the most sustainable place on the West Coast of North America. While the Infrastructure Plan by itself cannot answer the question of the overall identity of Treasure Island, it provides major opportunities for sustainable design of the basic "life support systems."

Following are some of our comments and questions relating to particular sections of the document:

<sup>1</sup> For more information about LEED (Leadership in Energy and Environmental Design), please see [http://www.usgbc.org/leed/leed\\_main.asp](http://www.usgbc.org/leed/leed_main.asp).



## EXHIBIT D – TRANSPORTATION INFRASTRUCTURE

### D.1.1 Street System

In looking at the cross sections of the arterial and neighborhood streets, we wonder whether it is necessary for any of the traffic lanes to be as wide as 12 feet. It would be helpful to know what assumptions are being made about the volume and speed of the traffic on these streets. In the interests of reducing the total acreage of paved surface, as well as for traffic calming purposes, we believe that road widths should be kept to the minimum necessary.

We are pleased that the plan includes landscaped medians in the arterials and planting strips along the neighborhood streets. But there are trade-offs between aesthetics and functionality, such as the amount of time it will take a pedestrian to cross from one side of an arterial to the other. We are wondering how the total street widths been determined. Perhaps the median does not need to be 12 to 17 feet wide.

The proposed street widths may be justified, however, if the landscaped median and/or sidewalk strips are to be incorporated into the stormwater management system. We urge the exploration of the possibility of allowing the percolation/infiltration of at least some of the street runoff. Obviously, the permeability of the soil will have to be taken into account, especially given the groundwater and geotechnical issues occurring at Treasure Island, as well as the possibility that pollutants could leach into the Bay. We urge the development team to give serious consideration to allowing sidewalk runoff to flow into vegetated or planting strips, and to examine the possibility that, in the center of TI at least, street runoff percolating into the ground will receive adequate treatment through filtration and microbial action before it reaches the perimeter wall. Also, we urge the use of permeable pavement where feasible, especially for walkways.

Please see our comments under the Stormwater section for more about “green streets” and “healthy corridors.”

### D.1.2 Bikeways

SPUR is pleased to see the inclusion of Class I and 2 bikeways in the Plan. We note that a bike connection to the new east span of the Bay Bridge will be included in the project, but we would also like to see a commitment to create connections to the proposed west span bikeway if it is to be implemented.

In May of 2001, Caltrans and the Metropolitan Transportation Commission released a feasibility study that found that a new, cantilever pathway added to the West Span of the Bay Bridge is not only a feasible project, but would provide tangible benefits far beyond the obvious benefits to pedestrians and cyclists. The twin pathways proposed to be cantilevered off either side of the upper deck could also function as maintenance routes for Caltrans crews, and would be one more transportation option for TI/YBI's residents and visitors. As momentum builds (we just learned of Assemblymember Leno's support, for example) for the creation of the west span bikeways, we want to be sure that infrastructure planning for YBI will accommodate them.

### D.1.3 Pedestrians

We urge TIDA to consult with Walk San Francisco about the details of sidewalk width and to assure that safe and efficient walking is not obstructed by signs, utility poles, garbage cans, newsracks, etc. We would also like to see the "Safe Routes to Schools" program implemented on TI/YBI.

Again, strong consideration should be given to using permeable material for sidewalks if groundwater issues can be appropriately addressed.

Every effort should be made to negotiate with the Department of Labor to create pedestrian rights-of-way through the Job Corps site.

#### **D.1.4 Ferries**

SPUR applauds the interest in purchasing a fuel cell-powered ferry for TI. We would like to see a commitment made that any ferries serving TI will be non-polluting and powered by renewable energy.

#### **D.1.6 Parking**

SPUR would like to see a commitment to a reduced-ratio parking in all the residential areas, not just the "East Bayside Village," with the greatest reduction in the parking ratio in the residential buildings closest to the transit hubs. We would hope that this commitment would include a critical look at the pros and cons of "unbundling" some of the parking.

We believe that a 250-car, \$5.5 million parking garage and 1840 on-street spaces may be unnecessary. Regarding the total number of on-street parking spaces to be created, we feel that this decision should be made sooner rather than later. The amount of parking provided will help determine the amount of automobile use, which will determine the extent and nature of the appropriate transportation infrastructure. To quote from the SPUR Report of October 20, 2004:

Many observers believe that more parking equals less congestion, as if the cars will magically disappear into the parking garages, but in fact the opposite is true. The more parking you build, the more cars you attract and the worse congestion gets.

Overall, we believe the Plan should undertake every conceivable means to create a pedestrian place, and to reduce the numbers of cars that must be brought onto the Island.

We also hope that the parking plan will designate adequate space for City CarShare pods at appropriate locations.

### **EXHIBIT E – POTABLE WATER SYSTEM**

We hope that water recycling and water conservation technology and practices will be incorporated into the final plan.

### **EXHIBIT G – WASTEWATER SYSTEM**

Given SPUR's commitment to energy conservation, we are pleased to see that the developer is leaning toward on-island sewage treatment and toward the production of recycled water close to where it will be needed.

Sewage treatment facilities need not be unattractive nor odiferous. We urge TIDA and TIDC to research state-of-the-art treatment plants and to draw from the best examples to create a model facility.

In discussing the removal of the existing treatment plant, we would like to see "deconstruction" used in place of "demolition" (G.5.b)

## EXHIBIT H – RECLAIMED WATER SYSTEM

For consistency with City and State planning efforts, we recommend using the term "recycled" rather than "reclaimed" for used water that has been treated to a level appropriate for reuse.

### H.2 Demand

The demand estimates provided in the Brown & Caldwell Report (Appendix E.1) seem incomplete. We would like to see a more complete list of potential uses; e.g., will recycled water be used for fire fighting, dust control, vehicle washing, etc.? Some other questions that might be researched prior to finalizing the Recycled Water Plan are: Will any of the buildings be served by local gray water systems as opposed to the centralized recycled water system? What percent of the projected need will require water that meets the Title 22 standard? How much recycled water will be used to supplement the storm water treatment wetland during the dry season? To what extent can the treatment wetland serve as storage for recycled water?

### H.4 Distribution

Given that it makes sense to bundle as much of the infrastructure as possible into the same utility trenches, we can appreciate that there is no separate diagram for the recycled water distribution system. But it would be very helpful to see a map, or at least a list, of the points of use for recycled water.

Also, as long as the delivery of recycled water from EBMUD remains under consideration as an option, the potential differences in distribution might be discussed. For example, recycled water coming from Oakland could easily serve landscaping and toilet flushing needs at the Great Whites on YBI. But if the recycled water is produced at the treatment plant on TI, it may make more sense to consider the use of gray water and roof runoff on YBI, rather than pumping the recycled water so far.

#### Table H.1 – Reclaimed Water System Cost Estimate

It is unclear whether the cost of recycled water storage is accounted for.

## EXHIBIT I – STORM DRAIN SYSTEM

Perhaps this section should instead be called Stormwater Management System, since storm drains are only one piece of the stormwater infrastructure that also includes preventative BMPs, transport, treatment, storage and discharge.

We suggest, if it hasn't been done already, that this plan be submitted to the Bay Area Stormwater Managers Association for review and comment. Their expertise may be of value.

As stated before, we would like to see a minimum of pavement and a stormwater management system that relies primarily on infiltration into the ground to the extent that is feasible and appropriate given the ground water elevation and geotechnical issues on Treasure Island. To understand to what extent this is feasible for TI/YBI, we need to know more about the absorption capacity/percolation rate of TI's soil. Have these issues been discussed? If possible, we would like to see a system that includes permeable pavement and infiltration swales. We believe it would be useful to have a study of whether planting strips can be used to absorb street runoff without the risk of having automobile-related pollution make its way to the Bay.

We are pleased to see that three vegetated swales are included in the plan. If soil percolation rates allow, we would also like to see a "green streets" program such as those implemented in Portland, Seattle, and Los Angeles. The more modern approach to managing stormwater is to design public rights of way to maximize rainwater infiltration into the ground, rather than collecting it all in sewers and pumping it to a treatment station. In a climate like San Francisco's, no sewer system can accommodate the volume of water that enters the system during a period of peak rainfall; therefore the way to prevent sewer overflows is to design the landscape—both public and private—for permeability.<sup>2</sup>

There appears to be no discussion of roof water collection and storage. This relatively clean water, if kept separate from street runoff, could go directly to the Bay or it could be stored for future landscape watering or incorporated into a building's gray water system. Has there been any consideration of "green" or "living" roofs such as the one proposed for the CA Academy of Sciences?

### **I.3 Storm Water Treatment**

**I.3 b.** Increasing the number of solid/liquid separators will be a great improvement over the current situation, but they're not a substitute for treatment in a well-designed constructed wetland. These separators do not remove pathogens or liquid contaminants such as pesticides, and they need to be regularly cleaned out. While it is probably not desirable, for energy-consumption reasons, to pump all of TI's stormwater runoff to the treatment wetland at the north end of the island, it may make sense to consider creating smaller wetlands near the south end.

"Vortechs" and "CDS" are brand names used by two of at least four manufacturers of liquid/solid separators also known as hydrodynamic separators. We should probably stick with generic terms at this stage.

### **Figure I.1 Proposed Storm Drain System**

---

<sup>2</sup> For more information about green streets and healthy corridors, see Seattle's plan ([http://www.ci.seattle.wa.us/dclu/CityDesign/DesignLeadership/Conn\\_n\\_Places/The\\_Blue\\_Ring.htm](http://www.ci.seattle.wa.us/dclu/CityDesign/DesignLeadership/Conn_n_Places/The_Blue_Ring.htm))

There appear to be an inadequate number of hydrodynamic separators on YBI. Unless the conference uses proposed for the Great Whites are to be off-limits to cars, the parking lot runoff should probably receive some kind of treatment.

#### EXHIBIT J - DRY UTILITIES SYSTEM

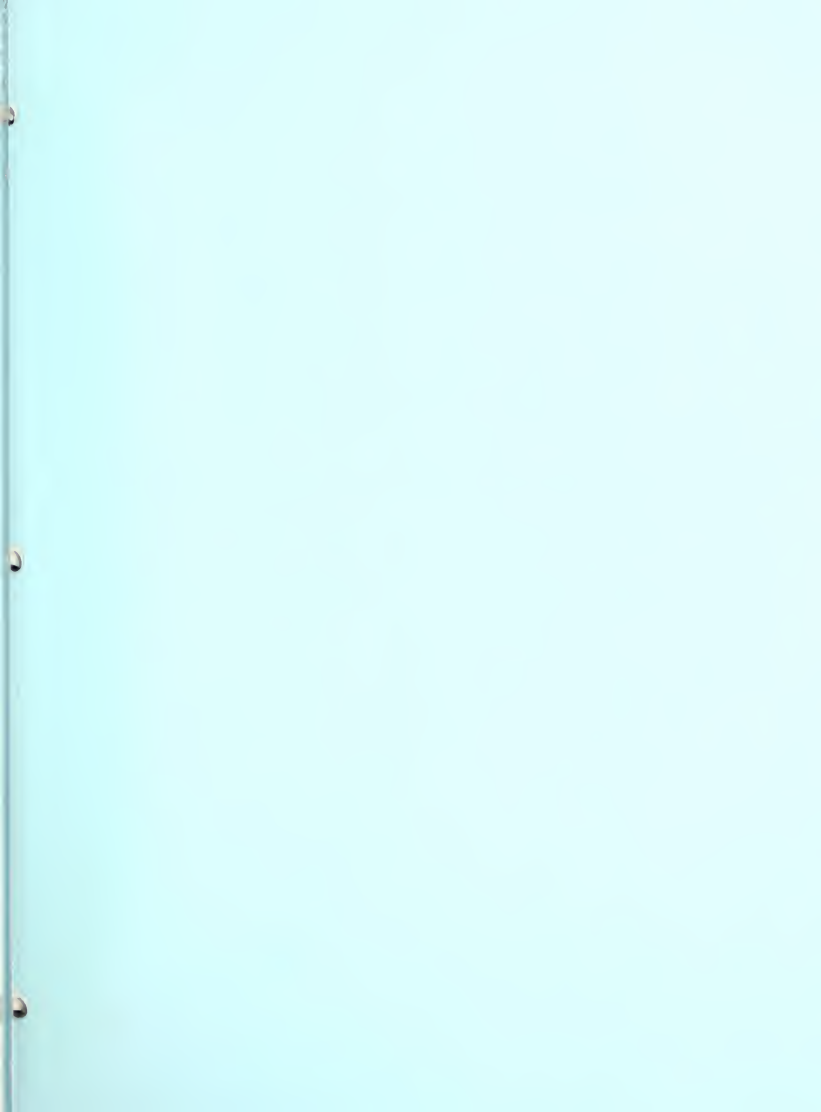
For more information about green streets and healthy corridors, see Seattle's plan ([http://www.ci.seattle.wa.us/dclu/CityDesign/DesignLeadership/Conn\\_n\\_Places/The\\_Blue\\_Ring.htm](http://www.ci.seattle.wa.us/dclu/CityDesign/DesignLeadership/Conn_n_Places/The_Blue_Ring.htm))

We hope you find these suggestions and questions useful. We are grateful for the opportunity to comment.

Sincerely,

A handwritten signature in dark ink, appearing to read "J. Chappell", written over the word "Sincerely,".

Jim Chappell  
President





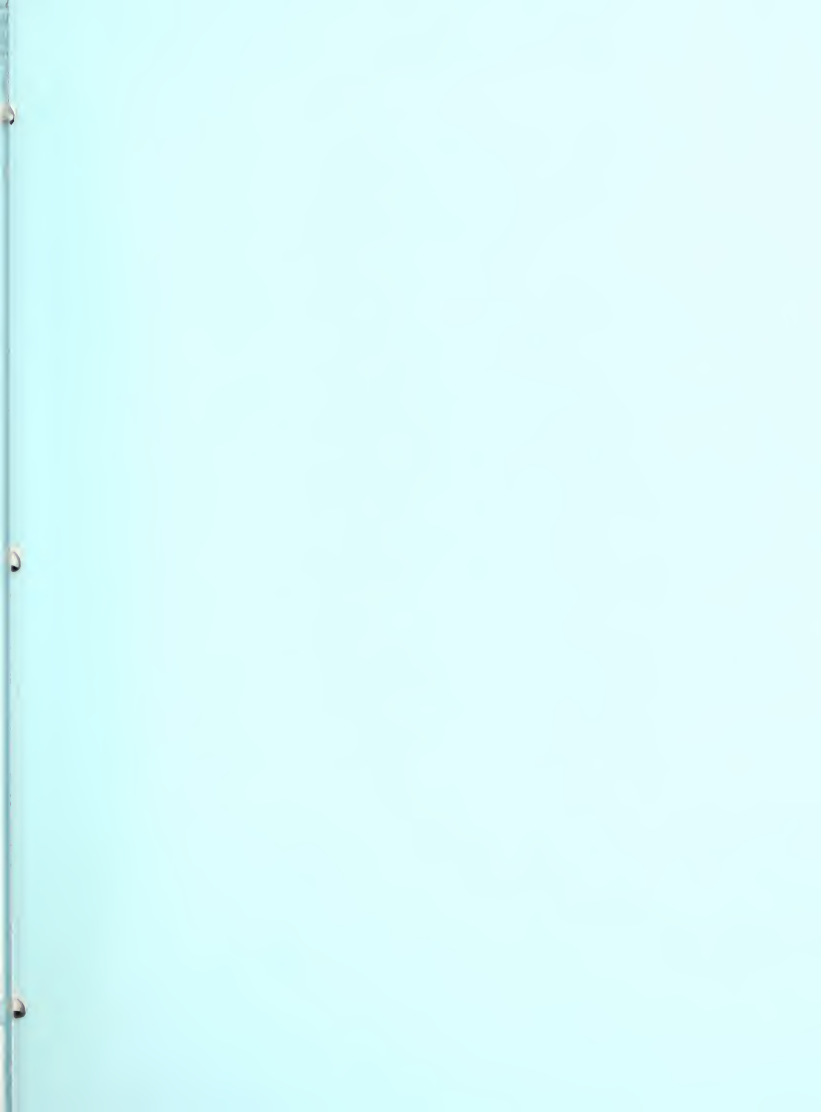




## Ten Key Design Elements for a Pedestrian-Friendly Design

- (1) Very wide, attractive, flat and tree-lined sidewalks -- wide meaning at least 6 feet of unobstructed space
- (2) Good street lighting that illuminates the pedestrian area in a mild light -- not high street lights that illuminate the street
- (3) High visibility, attractive corners -- bulb-outs of sidewalks, street trees and no parking near the corners to increase visibility of pedestrians trying to cross
- (4) Painted crosswalks, preferably with vehicle stop-lines painted 6 feet back from the crosswalk area. If a high volume of traffic area, then we want speed tables as the crosswalks -- this means that the sidewalk is continuous, so that people don't have to step down to cross the street. Cars go slowly over the speed table.
- (5) Streets can be all-mode within the development (not gated "play-streets") but they should give the woonerf or home zones atmosphere -- cars are guests here, they don't rule the road
- (6) A minimum of stop signs, unless absolutely necessary, because they teach drivers to look at signs, not people.
- (7) Signals only if absolutely necessary because of high volume of pedestrian and auto traffic in all directions -- because signals infringe on inherent pedestrian right-of-way
- (8) A minimum of driveways and driveway cuts going to garages, unless you can structure it so that cars do not park on the front setbacks, and of course don't park on the sidewalks
- (9) A design that emphasizes street-level activity -- nice front windows, wide doors and stoops, little front gardens, so that residents are encouraged to linger and mingle there and provide "eyes on the street."
- (10) Dedicated funding to the police department for enforcement of pedestrian right-of-way in the area







## MEMORANDUM



**TO:** Treasure Island Development Authority

**FROM:** Karen Knowles-Pearce, Chair, Treasure Island / Yerba Buena Island Citizens' Advisory Board

**SUBJECT:** CAB Comments Regarding Draft Proposal

**DATE:** February, 9, 2005

---

On Tuesday, January 25, 2005, a joint meeting of the Urban Design & Infrastructure and the Planning & Development subcommittees was held to discuss the Infrastructure & Phasing Plans presentation that had been presented to the CAB and TIDA at their January meetings. While the group held discussion on each of the agenda items, and then presented their comments to the CAB as a whole at our February meeting, the issues below are those on which there were specific comments and concerns. The CAB discussed the subcommittee recommendations and voted unanimously on the four following issues for presentation to TIDA here today.

1. **Street & Transportation Infrastructure Issues.**

*Our previous concerns still stand: we continue to strongly encourage the creation of a **transit-oriented** community, with plenty of pedestrian and bicycle paths – a **walkable** community. We encourage traffic calming devices for roadways, but roadways which will move traffic easily around the island. We want these ideas to apply not just to the “neighborhoods” of the island, but to the island as a whole, so anyone visiting the Island will be able to walk, bike, or roller-blade easily to their destination.*

2. **Geotechnical / Seismic Issues.**

*We ask that the potential for and the defense from the possible effects of climate changes and tsunami wave action be seriously considered.*

3. **Wet & Dry Utilities Infrastructure Issues.**

*We want to assure that the developer carefully consider the phasing challenges and include costs for maintaining interim functionality as each phase is developed.*

4. **Landscaping Concepts.**

*We'd like to encourage considerable creativity for the flora and fauna choices along the shoreline roadways and parking lots. We strongly urge considerable use of greenery and an emphasis on aesthetics. We also encourage addressing potential pollution from vehicles on roadways and parking lot, i.e., oil and/or grease "drippings".*

In addition, **Environmental Cleanup Issues & Impacts** was also discussed, but we have no current comment.

And finally, the issue of **Sustainability** was discussed but we currently have no "official" comment, although we will have comments in the future.









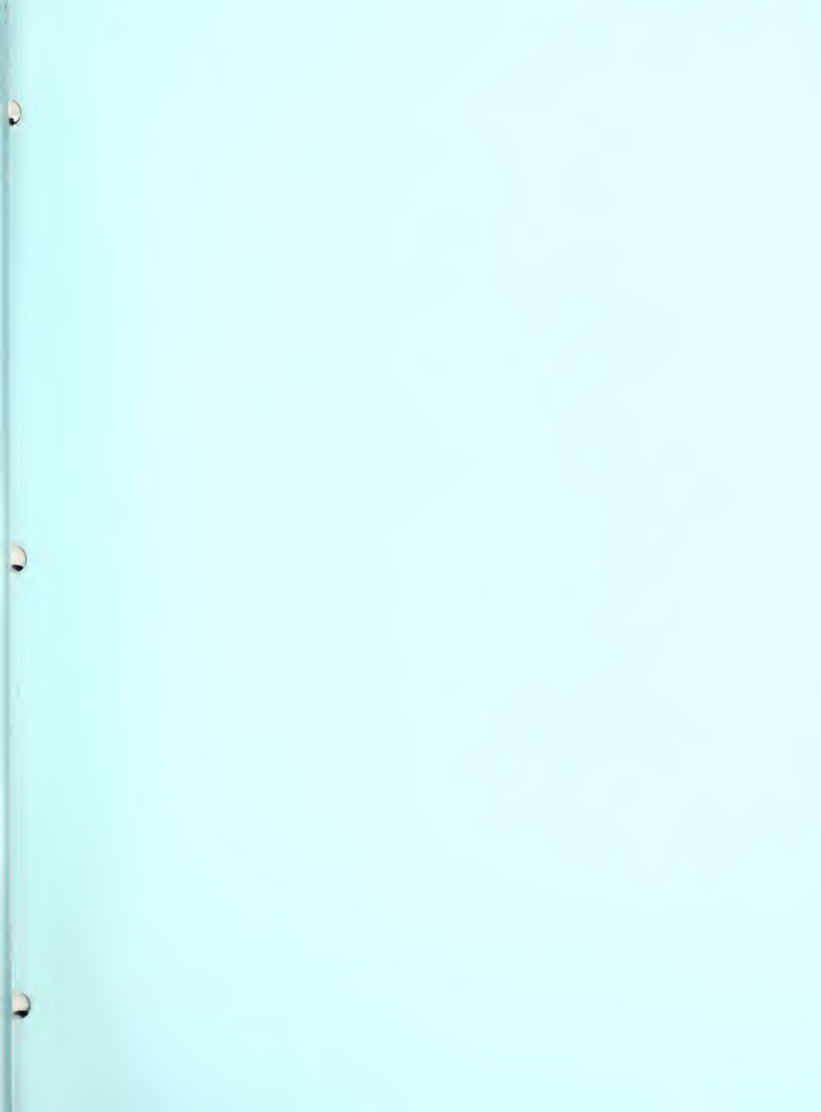
## Notes







## Notes







**AGENDA ITEM**  
**Treasure Island Development Authority**  
**City and County of San Francisco**

**Agenda Item No. 9(b)**

**March 9, 2005**

---

**Subject:** Resolution Approving the Fifth Amendment of the Bylaws for the Treasure Island Yerba Buena Island Citizen's Advisory Board (CAB)

**Staff Contact/Phone:** Frishtah Afifi, Project Coordinator  
(415) 274-0660

**SUMMARY OF PROPOSED ACTION**

This item is requesting the Treasure Island Development Authority Board approve the Fifth Amendment of the Bylaws to the CAB to provide the rights of appeal and reinstatement for members of the CAB who are terminated for being absent at four regularly scheduled meetings during any calendar year. (Exhibit A)

**BACKGROUND:**

Members of the CAB were first appointed by the Mayor and the Board of Supervisors in September 2000. The Treasure Island Development Authority approved the Bylaws in a regularly scheduled meeting in December of 2000. The CAB has met monthly since October 2000 and members also serve on various subcommittees that meet in supplement to regularly scheduled meetings. There can be up to twenty-five (25) members on the CAB, fourteen (14) of whom are appointed by the Mayor and eleven (11) appointed by the Board of Supervisors.

Currently, the Bylaws automatically terminate members who are absent for four (4) regularly scheduled meetings during any twelve months period. Members may be reinstated, subject to a written appeal to the CAB prior to the next regularly scheduled meeting.

The proposed Fifth Amendment terminates members after missing four regularly scheduled meetings per any *calendar year* beginning January 1, 2005. The terminated member will be notified of the termination in writing by the CAB Chair, and the member will have the right to submit a written appeal to the Chair no later than five days prior to the next regularly scheduled meeting. The member who is appealing the termination must then be present at the next regularly scheduled CAB meeting to make a presentation about the reasons for the absences. The CAB will cast a written vote to determine whether a majority is in favor or opposed to reinstatement.

The Fifth Amendment to the CAB bylaws was approved by the CAB members at a duly-noticed meeting held on March 1, 2005.

**RECOMMENDATION:**

The staff recommends the approval of the Fifth Amendment to the CAB Bylaws.



1 [Amending the TI/YBI CAB Bylaws to provide rights of appeal and reinstatement.]  
2 **Approving the Fifth Amendment to the Bylaws for the Treasure Island/Yerba Buena**  
3 **Island Citizens Advisory Board to provide rights of appeal and reinstatement for**  
4 **members who are terminated as a result of absences.**

5 WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended  
6 Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter  
7 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) designated the Authority  
8 as a redevelopment agency under California redevelopment law with authority over former  
9 Naval Station Treasure Island (the "Base"), and (ii), with respect to those portions of the Base  
10 which are subject to the public trust for commerce, navigation and fisheries (the "Tidelands  
11 Trust"), vested in the Authority the authority to administer the Tidelands Trust as to such  
12 property; and,

13 WHEREAS, The Tidelands Trust prohibits the sale of Tidelands Trust property into  
14 private ownership, generally requires that Tidelands Trust property be accessible to the public  
15 and encourages public oriented uses of trust property that, among other things, attract people  
16 to the waterfront, promote public recreation, protect habitat and preserve open space; and,

17 WHEREAS, The Board of Supervisors approved the designation of the Authority as a  
18 redevelopment agency with powers over Treasure Island in Resolution No. 43-98, dated  
19 February 6, 1998; and

20 WHEREAS, On February 25, 1998, the Board of Directors of the Authority passed a  
21 resolution calling for the appointment of a citizens advisory committee; and,

22 WHEREAS, Members of the citizens advisory committee have been appointed by the  
23 Mayor and the Board of Supervisors of the City and County of San Francisco in accordance  
24 with Board of Supervisors Resolution No. 89-99; and

1 WHEREAS, On December 13, 2000, Board of Directors for the Authority approved the  
2 bylaws for the Treasure Island/Yerba Buena Island Citizens Advisory Board, (the "CAB"); and

3 WHEREAS, The CAB has met monthly since December 2000, and has appointed  
4 members of the CAB to serve on various subcommittees; and

5 WHEREAS, The Board of Directors for the Authority have approved four prior  
6 Amendments to the CAB bylaws; and

7 WHEREAS, The Fifth Amendment to the CAB bylaws provides rights of appeal and  
8 reinstatement for members of the CAB who are terminated for being absent at four (4)  
9 regularly scheduled CAB meetings; and

10 WHEREAS, The Fifth Amendment to the CAB bylaws was approved by the CAB  
11 members at a properly noticed meeting on March 1, 2005; and

12 WHEREAS, The Executive Director and the members of CAB recommend and urge  
13 that the Board of Directors for the Authority approve the Fifth Amendment to the CAB bylaws;  
14 now therefore, be it

15 RESOLVED, That the Board of Directors hereby approves the Fifth Amendment to the  
16 CAB bylaws in the form attached hereto as Exhibit A.

#### 17 CERTIFICATE OF SECRETARY

18 I hereby certify that I am the duly elected and acting Secretary of the Treasure  
19 Island Development Authority, a California nonprofit public benefit corporation, and  
20 that the above Resolution was duly adopted and approved by the Board of Directors  
21 of the Authority at a properly noticed meeting on March 9, 2005.

22  
23 Susan Po-Rufino, Secretary  
24  
25





#### **Article IV, Section 5. (*Current Reading*)**

Beginning on January 1, 2002, any member who is absent for four (4) of any regularly scheduled meetings during any twelve (12) month period shall automatically be terminated, subject to a written appeal to CAB prior to the next regularly scheduled meeting. Attendance at a scheduled subcommittee meeting or special meeting of CAB shall constitute a credit of one full meeting against any such absences. Any resulting vacancy shall be filled for a new term. If the vacancy is an appointee of the Board of Supervisors, the Board of Supervisors shall appoint the replacement. If the vacancy is an appointee of the Mayor, the Mayor shall appoint the replacement.

#### **Article IV, Section 5. (*Proposed Amendment*)**

Beginning on January 1, 2005, any member of the Board who is absent for four (4) of any regularly scheduled meetings during any calendar year shall automatically be terminated. The terminated member shall be notified of her/his termination in writing by the Chair. Such terminated Board member shall have the right to submit a written appeal to the Chair of CAB, which must be received no later than five (5) days prior to the next regularly scheduled Board meeting. Such appeal must be based upon the fact the member had valid reasons for his or her absences, which would establish why the member was excused for such absences (i.e. work- or personal-related obligations). The member appealing the automatic termination is required to be present at the next regularly scheduled Board meeting, and make a presentation before the Board. After considering the evidence and reasons for his or her absences, the Board shall cast a written ballot to

determine whether a majority is in favor of or opposed to reinstatement of the terminated member. A majority of affirmative votes will reinstate the member to the CAB.

Attendance at a scheduled subcommittee meeting, or special meeting, of the CAB shall constitute a credit of one full meeting against any absences.

Any vacancy on the Board shall be communicated to the appointing authority by TIDA staff. If the vacancy is an appointee of the Board of Supervisors, the Board of Supervisors shall appoint the replacement. If the vacancy is an appointee of the Mayor, the Mayor shall appoint the replacement.







**AGENDA ITEM**  
**Treasure Island Development Authority**  
**City and County of San Francisco**

**Subject:** Resolution Authorizing the  
Authority to Amend and  
Retroactively Extend the Term of  
the Sublease with California  
Engineering Contractors, Inc.  
(Action Item)

**Agenda Item No. 9(c)**  
**Meeting of March 9, 2005**

<b>Contact/Phone</b>	Tony Hall, Executive Director (415) 274-0660 Marc McDonald, Facilities Director	
----------------------	--	--

**SUMMARY OF PROPOSED ACTION**

Ratification of the Fifth Amendment to the Sublease between the Authority and California Engineering Contractors, Inc. ("CEC").

**DISCUSSION**

At its meeting of February 9, 2005, the Authority adopted a resolution authorizing the Executive Director to negotiate and enter into an amendment to the Sublease with CEC in accordance with the terms and conditions of a letter dated February 3, 2005 from Marc McDonald to CEC, provided that (i) CEC pay to the Authority \$129,524.60 on or before February 18, 2005, (ii) CEC remains fully obligated to restore the condition of the Leased Premises as required under the Sublease.

In accord with the terms of said Resolution, CEC has paid the Authority \$129,524.60, said amount having been deposited into the TIDA Account. Further, CEC has signed the Fifth Amendment to the Sublease between the Authority and California Engineering Contractors, Inc., the essential terms of which are

1. Effective January 1, 2005, the premises were reduced by the area that has been certified as clear of hazardous materials by DTSC (22,960 square feet).

2. Effective January 1, 2005, CEC will be allowed a right of entry onto those portions of the premises that are still under review for the presence of hazardous materials for the purpose of testing and, if necessary, additional remediation action (136,667 square feet) at a cost of \$3,416.67 per month (\$0.025 psf).
3. Effective January 1, 2005, CEC will be allowed to retain 10,000 square feet of administrative space adjacent to the remediation site at a cost of \$2,500 per month (\$0.25 psf).

#### BACKGROUND

On February 1, 2000 CEC entered into a sublease with TIDA for 146,667 square feet of land for the purpose of operating a lay-down yard to support the San Francisco-Bay Bridge Project. On November 1, 2000, the sublease was amended to add 22,960 square feet to the premises. On September 17, 2001 the sublease was amended a second time to add 71,400 square feet to the premises. On May 17, 2002, the sublease was amended a third time to accommodate a Navy remediation project by relocating premises demised to CEC in the 2<sup>nd</sup> Amendment to another site. On August 1, 2003, CEC notified staff that it would vacate premises added to the sublease in the 2<sup>nd</sup> Amendment and moved in accord with the 3<sup>rd</sup> Amendment. On September 11, 2000, CEC entered into a six-month Use Permit to use portions of Pier 1. This Use Permit was extended by subsequent Board actions through September 2002. In September 2002 the Board approved a fourth amendment to the CEC sublease to incorporate the Pier into the CEC sublease through January 31, 2004. CEC remained in possession of the Pier through June 30, 2004 at which date it ceased occupancy of the Pier.

Sublease	Date	Square Feet	Rent	Rent psf
Base Sublease	1-Feb-00	146,667	\$22,000.00	\$0.15
1 <sup>st</sup> Amendment	1-Nov-00	22,960	\$3,444.00	\$0.15
2 <sup>nd</sup> Amendment		71,400	\$10,710.00	\$0.15
Pier			\$1,000.00	
<u>CAM Charges</u>			<u>\$460.92</u>	
Total		169,627	\$37,614.92	\$0.15
3 <sup>rd</sup> Amendment	17-May-02	Relocate 71,400 sf	No change	No change

Surrender of 71,400 sf				
Base Sublease	1-Feb-00	146,667	\$22,000.00	\$0.15
1 <sup>st</sup> Amendment	1-Nov-00	22,960	\$3,444.00	\$0.15
2 <sup>nd</sup> Amendment (Surrendered Aug. 1, 2003)			\$0.00	
Pier			\$1,000.00	
<u>CAM Charges</u>			<u>\$460.92</u>	
Total		169,627	\$26,904.92	
Surrender of Pier				
Base Sublease	1-Feb-00	146,667	\$22,000.00	\$0.15
1 <sup>st</sup> Amendment	1-Nov-00	22,960	\$3,444.00	\$0.15
2 <sup>nd</sup> Amendment (Surrendered Aug. 1, 2003)			\$0.00	
Pier			\$0.00	
<u>CAM Charges</u>			<u>\$460.92</u>	
Total		169,627	\$25,904.92	

In June of 2004, CEC gave staff notice of its intent to vacate the premises on June 30, 2004. A routine inspection of the premises led staff to believe that hazardous materials may have been brought onto the site by CEC in the course of the conduct of its business. In response to a request from staff to test the site for hazardous materials, CEC initiated a testing program which revealed the presence of various hazardous materials including lead, heavy metals and petroleum. In light of the nature of the materials involved in this disclosure and allegations from former employees that hazardous materials had been handled improperly, staff contacted the California Department of Toxic Substances Control (DTSC). At the same time, staff informed CEC that the CEC request to

terminate their sublease effective June 30, 2004, was rejected and that CEC would be considered a tenant at sufferance pending removal of all CEC materials from the premises, including hazardous materials placed on the premises by CEC.

On August 1, 2004, CEC initiated a remediation program. CEC has expended in excess of \$200,000 on this program and removed in excess of 100 tons of materials from the premises.

In December of 2004, CEC submitted a soil sampling results that indicated that all hazardous metals had been removed and that petroleum products attributable to their operations had been removed. At the same time, CEC tendered a check in the amount of \$111,960.00 as satisfaction of their obligation to pay rent for the months of August, September, October, November and December 2004. Finally, CEC gave notice of their intention to vacate the premises effective December 31, 2004.

Staff rejected the CEC proposal and demanded payment of back rent for the months of August through December 2004. Staff counter-offered effective January 1, 2005, to reduce the premises by the area that has been certified as clear of hazardous materials by DTSC (22,960 square feet). Further, staff offered to recommend to the Board, effective January 1, 2005, to allow CEC a right of entry onto those portions of the premises that are still under review for the presence of hazardous materials for the purpose of testing and, if necessary, additional remediation action (136,667 square feet) at a cost of \$3,416.67 per month (\$0.025 psf). Finally, staff offered to recommend to the Board, effective January 1, 2005, to allow CEC to retain 10,000 square feet of administrative space adjacent to the remediation site at a cost of \$2,500 per month (\$0.25 psf).

The effect of accepting staff recommendations was:

Monthly Rent for the Period January 1, 2005 through May 31, 2005:

Trailer Site	Full Rate	\$ 2,500.00	10,000	sf	\$0.250	psf
Remediation Site	Partial Rate	\$ 3,416.67	136,667	sf	\$0.025	psf
Total		\$ 5,916.67	146,667	sf	\$0.04	psf

Offers recommended by staff are conditional upon CEC vacating the premises by June 1, 2005 and by CEC not occupying the remediation site for any purpose other than remediation. If CEC violates either condition then the reduced rental rate for the remediation site expire and a market rental rate will be imposed at \$34,166.67 (\$0.25 psf).

In the event CEC violates the conditions described above:

Monthly Rent by or before June 1, 2005 will be:

Trailer Site	Full Rate	\$ 2,500.00	10,000	sf	\$ 0.250	Psf
Remediation Site	Partial Rate	\$34,166.67	136,667	sf	\$ 0.250	Psf
Total		36,666.67	136,667	sf	\$ 0.250	Psf

## CONCLUSION

The Fifth Amendment to the Sublease between the Authority and California Engineering Contractors, Inc. reflects the terms that the Board approved at the meeting of February 9, 2005. By its execution of the Sublease CEC has agreed to be bound by the terms that the Board approved at the meeting of February 9, 2005. By this action staff requests that the Board ratify the terms approved at the meeting of February 9, 2005, and to accept the offer of CEC to be bound to those terms.

## RECOMMENDATION:

Accept staff recommendation to:

Ratify the Fifth Amendment to the Sublease between the Authority and California Engineering Contractors, Inc. ("CEC").





1 [California Engineering Contractors Sublease Amendment]

2 **Ratifying the Fifth Amendment to the Sublease between the Authority and California**  
3 **Engineering Contractors, Inc. ("CEC").**

4       **WHEREAS**, At its meeting of February 9, 2005, the Authority adopted a resolution  
5 authorizing the Executive Director to negotiate and enter into an amendment to the Sublease  
6 with CEC in accordance with the terms and conditions of a letter dated February 3, 2005 from  
7 Marc McDonald to CEC, provided that (i) CEC pays to the Authority \$129,524.60 on or before  
8 February 18, 2005, (ii) CEC remains fully obligated to restore the condition of the Leased  
9 Premises as required under the Sublease, (iii) the amended Sublease shall automatically  
10 terminate on March 31, 2005 if such amendment to the Sublease is not ratified by the Board  
11 of Directors at its March, 2005 regular meeting, and (iv) the Authority retains all rights under  
12 the Sublease to pursue all remedies available to the Authority at law or in equity against CEC  
13 if any of the foregoing conditions are not satisfied; and,

14  
15       **WHEREAS**, The Authority's Executive Director has negotiated and executed a Fifth  
16 Amendment to the Sublease with CEC on terms and conditions consistent with the February  
17 3, 2005 letter and the Authority's February 9, 2005 resolution; and,

18  
19       **WHEREAS**, In accordance with proviso (iii) of the Authority's February 9, 2005  
20 resolution, the Authority staff is submitting such Fifth Amendment to the Sublease with CEC to  
21 the Authority for its ratification; now therefore be it

22  
23       **RESOLVED:** That the Board of Directors hereby ratifies the Fifth Amendment to the  
24 Sublease with CEC in the form attached hereto as Exhibit A.

**CERTIFICATE OF SECRETARY**

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on March 9, 2005.

\_\_\_\_\_  
Susan Po-Rufino,  
Secretary





FIFTH AMENDMENT TO

SUBLEASE

between

THE TREASURE ISLAND DEVELOPMENT AUTHORITY

as Sublandlord

and

CALIFORNIA ENGINEERING CONTRACTORS, INC.

as Subtenant

For the Sublease of

One Square Block Area Consisting of Approximately Three Acres of Unimproved Land  
Bounded by Avenue E, Avenue H, 11<sup>th</sup> Street and 12<sup>th</sup> Street  
On Naval Station Treasure Island  
San Francisco, California

February 14, 2003



**FIFTH AMENDMENT TO  
TREASURE ISLAND SUBLEASE**

THIS FIFTH AMENDMENT TO SUBLEASE (the "Amendment"), dated as of February 15, 2005, is entered into by and between the Treasure Island Development Authority ("Sublandlord") and California Engineering Contractors, Inc., a California corporation ("Subtenant"). From time to time, Sublandlord and Subtenant together shall be referred to herein as the "Parties".

This Amendment is made with reference to the following facts and circumstances:

A. On or about February 1, 2000, Sublandlord and Subtenant entered into that certain sublease agreement (hereafter, the "Original Sublease") for the sublease of one square block area consisting of approximately three acres of unimproved land bounded by Avenue F, Avenue H, 11<sup>th</sup> Street and 9<sup>th</sup> Street on Naval Station Treasure Island, all as shown on Exhibit B of the Sublease.

B. On or about November 1, 2000, the Parties entered into the First Amendment to the Original Sublease (the "First Amendment") to add certain lands consisting of approximately 22,960 square feet to the subleased Premises (as defined in the Original Sublease), all as shown on Exhibit B-1 to the First Amendment, in exchange for a \$3,444 per month increase in the monthly base rent under the Sublease.

C. On or about September 12, 2001, the Parties entered into the Second Amendment to the Original Sublease (the "Second Amendment") to amend the Premises by adding certain lands consisting of approximately 71,400 square feet to the subleased Premises, as shown on Exhibit B-2 to the Second Amendment, in exchange for \$10,710 per month increase in the monthly base rent under the Original Sublease as amended by the First Amendment.

D. On or about May 15, 2002, the Parties, through the approval of the Sublandlord, entered into the Third Amendment to the Original Sublease (the "Third Amendment") to further amend the Premises by replacing the lands shown and described in Exhibit B-2 to the Second Amendment with the comparably sized land shown and described in Exhibit B-3 to the Third Amendment with no change in the total monthly rent for the entire Premises.

E. On or about January 8, 2003, the Parties entered into the Fourth Amendment to the Original Sublease (the "Fourth Amendment") by adding the use of a portion of Pier 1 and extending the term of the Original Sublease to June 31, 2004. The Original Sublease as amended by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment are collectively referred to herein as the "Sublease."

F. On or about August 1, 2003, Subtenant surrendered the portion of the Premises that were added pursuant to the Second Amendment.

G. On or about June 30, 2004, Subtenant surrendered the portion of the Pier that was added pursuant to the Fourth Amendment.

H. Commencing July 1, 2004, in order to implement an environmental remediation program in accordance with directives from the California Department of Toxic Substance Control and to restore the condition of the Premises in accordance with the provisions of Section 18.1 of the Sublease, Subtenant has remained in possession of the remaining Premises (consisting of 169,627 square feet) on a month-to-month hold over basis.

I. Subtenant paid its monthly rent on July 1, 2004 but did not pay its monthly rent during the period of its hold-over from August 1, 2004 to December 31, 2004, and an issue has arisen between Sublandlord and Subtenant over how much back rent Subtenant owes Sublandlord.

J. To facilitate the restoration of the remaining Premises without the necessity of pursuing further legal action, Sublandlord and Subtenant wish to amend the Sublease to (i) extend the term of the Sublease retroactively, (ii) modify the Premises, (iii) adjust the Base Rent for the modified Premises, (iv) settle the amount of back rent owed by Subtenant, and (v) amend the permitted uses to portions of the Premises.

NOW THEREFORE, the Parties hereby agree to amend the Sublease as follows:

1. The Premises is hereby amended to be those Premises consisting of approximately 169,627 square feet as shown and described on Exhibit B-5 attached to this Fifth Amendment.

2. Paragraph 3.1 of the Sublease is hereby amended in its entirety to read as follows:

"3.1 **Term of Sublease.** The term of this Sublease (the "Term") shall commence on February 1, 2000 (the "Commencement Date") and expire on the earlier of May 31, 2005, or the date on which Subtenant delivers to the Sublandlord an environmental closure report that contains a "No Further Action" determination issued by the California Department of Toxic Substance Control (the "Expiration Date") or such other evidence as reasonably determined and approved by Sublandlord that Subtenant has restored the environmental condition of the Premises in accordance with the provisions of Section 18.1 of the Sublease."

3. Paragraph 4.1 of the Sublease is hereby amended in its entirety to read as follows:

"4.1 **Base Rent.** Throughout the Term, beginning on the Commencement Date, Subtenant shall pay to Sublandlord Base Rent in the amount of Twenty-Two Thousand Dollars (\$22,000.00) per month (the "Base Rent"). In order to implement an environmental remediation program in accordance with directives from the California Department of Toxic Substance Control and to restore the condition of the Premises in accordance with the provisions of Section 18.1 of the Sublease and provided that Subtenant has paid to Sublandlord \$129,524.60 in back rent on or before February 18, 2005, Subtenant shall pay to Sublandlord Base Rent in the amount of Five Thousand Nine Hundred Sixteen and 67/100 Dollars (\$5,916.67) per month for the period beginning on January 1, 2005 and ending on June 1, 2005. In the event that on or before June 1, 2005, Subtenant has not submitted an environmental closure report that contains either (i) a "No Further Action" determination issued by the California Department of Toxic Substance Control, or (ii) such other evidence as reasonably determined and approved by Sublandlord that Subtenant has restored the environmental condition of the Premises in accordance with the provisions of Section 18.1 of the Sublease, beginning on June 1, 2005, Base Rent shall be increased to Thirty Six Thousand, Six Hundred Sixty-Six and 67/100



Dollars (\$36,666.67) per month. Base Rent shall be paid to the Sublandlord without prior demand and without any deduction, setoff, or counterclaim whatsoever. In the event that Subtenant uses any portion of the Premises for any purposes not permitted under this Sublease, then Base Rent shall be increased to Thirty Six Thousand, Six Hundred Sixty-Six and 67/100 Dollars (\$36,666.67) per month immediately upon such nonpermitted use. Base Rent shall be payable on or before the first day of each month, in advance, at the Notice Address of Sublandlord provided in Section 20.1 hereof or such other place as Sublandlord may designate in writing. If the Commencement Date occurs on a date other than the first day of a calendar month, or the Sublease terminates on a day other than the last day of a calendar month, then the monthly payment of Base Rent for such fractional month shall prorated based on a thirty (30) day month."

4. Paragraph 6.1(a) of the Sublease is hereby replaced in its entirety with the following:

"6.1(a) **Permitted Uses and Activities.** Commencing on January 1, 2005, Subtenant may use the portion of the Premises consisting of approximately 136,667 square feet and designated on Exhibit B-5 as the "Remediation Space" solely for the purposes of conducting environmental remediation activities strictly in accordance with directives from the California Department of Toxic Substance Control. Commencing on January 1, 2005, Subtenant may use the portion of the Premises consisting of approximately 10,000 square feet and designated on Exhibit B-5 as the "Trailer Site" for the purpose of installing, maintaining, repairing, operating, and removing a trailer used for temporary office space. No other uses of any portion of the Premises are permitted without the prior written approval of Sublandlord's Executive Director."

5. Upon the termination of this Sublease, Sublandlord will consider in good faith a further amendment to the Sublease to further reduce the Premises to only the Trailer Site for Base Rent in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) per month for a term to be determined by the Sublandlord, provided that any such amendment must be approved by Sublandlord's Board of Directors in their sole and absolute discretion.

Except as expressly modified herein, all other terms, conditions, and covenants of the Sublease, including without limitation, the amount of the monthly rent to be paid hereunder, shall remain in full force and effect.

//////

//////

//////

//////

//////

//////

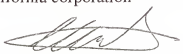
//////

//////

Sublandlord and Subtenant have executed this Sublease in triplicate as of the date first written above.

**SUBTENANT:**

**California Engineering Contractors, Inc.,**  
a California corporation

By:   
Its: President

**SUBLANDLORD:**

**The Treasure Island Development Authority**

By: \_\_\_\_\_  
Its: Executive Director

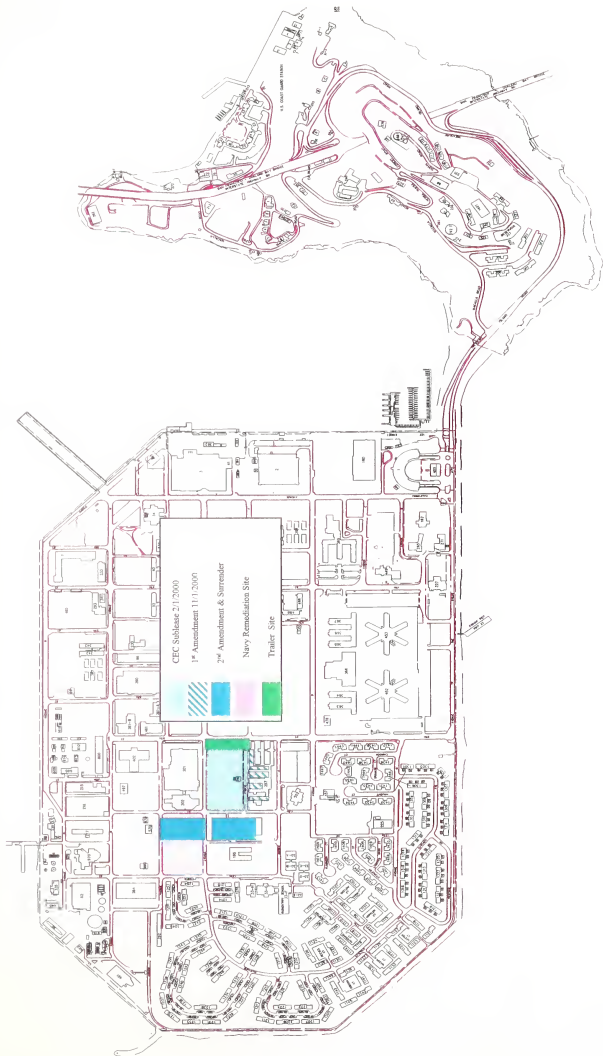
Approved as to Form:

\_\_\_\_\_  
Deputy City Attorney

Exhibit B-5

DIAGRAM OF PREMISES









## Notes



# TREASURE ISLAND DRAFT INFRASTRUCTURE PLAN

January, 2005

# Treasure Island Infrastructure Plan

- A preliminary description of the infrastructure improvements to be provided by TICD during its redevelopment of Treasure Island and Yerba Buena Island
- Follows land use plan presented to TIDA
- Infrastructure Phasing Requirements
- Cost Estimates

# Treasure Island Infrastructure Plan

Describes the general design standards, construction standards, criteria, and specifications for the Infrastructure Plan

- Streets and Transportation Infrastructure
- Wet and Dry Utilities
- Landscaping
- Open Space Parcels
- Geotechnical

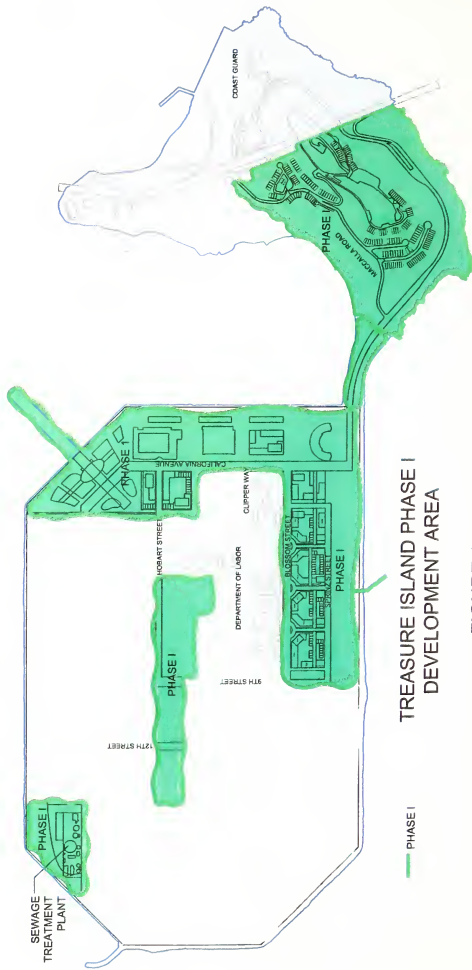
# Cost Estimate

DESCRIPTION	PHASE 1		PHASE 2		PHASE 3		TOTAL
CONTAMINATED SOIL REMEDIATION	TBD		TBD		TBD		TBD
MAINTENANCE							
Existing Utilities for Interim Period	TBD		TBD		TBD		TBD
DEMOLITION AND DECONSTRUCTION	\$ 4,730,000		\$ 2,540,000		\$ 4,858,750		\$ 12,128,750
GEOTECHNICAL	\$ 32,610,000		\$ 1,664,500		\$ 1,664,500		\$ 35,939,000
STREET IMPROVEMENTS	\$ 4,240,000		\$ 2,880,000		\$ 4,849,980		\$ 11,969,980
TRANSPORTATION							
Ferry Terminal	\$ 7,750,000						\$ 7,750,000
Parking Structure			\$ 5,500,000				\$ 5,500,000
Shuttle Bus/Bicycle Facility	\$ 830,000						\$ 830,000
WATER SYSTEM	\$ 5,923,200		\$ 915,000		\$ 1,285,000		\$ 8,123,200
Water Line on Bay Bridge	TBD		TBD		TBD		TBD
FIRE FIGHTING	\$ 1,725,200						\$ 1,725,200
SANITARY SEWER SYSTEM	\$ 22,770,000		\$ 1,050,000		\$ 1,770,000		\$ 25,590,000
RECLAIMED WATER SYSTEM	\$ 1,200,000		\$ 725,000		\$ 725,000		\$ 2,650,000
STORM DRAIN SYSTEM	\$ 3,861,250		\$ 6,200,000		\$ 2,630,000		\$ 12,691,250
DRY UTILITIES	\$ 3,600,000		\$ 1,050,000		\$ 2,120,000		\$ 6,770,000
Upgrades to Off-island Electrical	TBD		TBD		TBD		TBD
RECREATIONAL/OPEN SPACE							
Parks and Plazas	\$ 30,112,413		\$ 6,526,206		\$ 13,937,542		\$ 50,576,161
Recreational Pier	\$ 400,000						\$ 400,000
Seawall Repair / Macalla Road					\$ 277,000		\$ 277,000
Streetscapes	\$ 4,732,090		\$ 2,164,150		\$ 1,157,550		\$ 8,053,790
YBI					\$ 3,843,000		\$ 3,843,000
Subtotal - Direct Construction Cost	\$ 124,484,153		\$ 31,214,856		\$ 39,118,322		\$ 194,817,331
CONTINGENCY	\$ 24,896,831		\$ 6,242,971		\$ 7,823,664		\$ 38,963,466
CONSTRUCTION MANAGEMENT	\$ 9,336,311		\$ 2,341,114		\$ 2,933,874		\$ 14,611,300
ENGINEERING	\$ 14,075,000		\$ 6,522,500		\$ 6,522,500		\$ 27,120,000
TOTAL CONSTRUCTION COST	\$ 172,792,295		\$ 46,321,441		\$ 56,398,361		\$ 275,512,097

# Infrastructure Phasing Involves Multiple Coordination Issues

- Hazardous Materials Remediation Efforts
- Continued Service for Existing Housing and Facilities
- Construction During Geotechnical Stabilization
- Off-Site Utility Upgrades
- Recognizes On-site Revenue Producing Uses and Open Space Activities, Including TI Perimeter Pathway
- Construction of East Span of Bay Bridge

# Treasure Island Three Phase Development Allows for Phased Infrastructure Construction



TREASURE ISLAND PHASE I  
DEVELOPMENT AREA

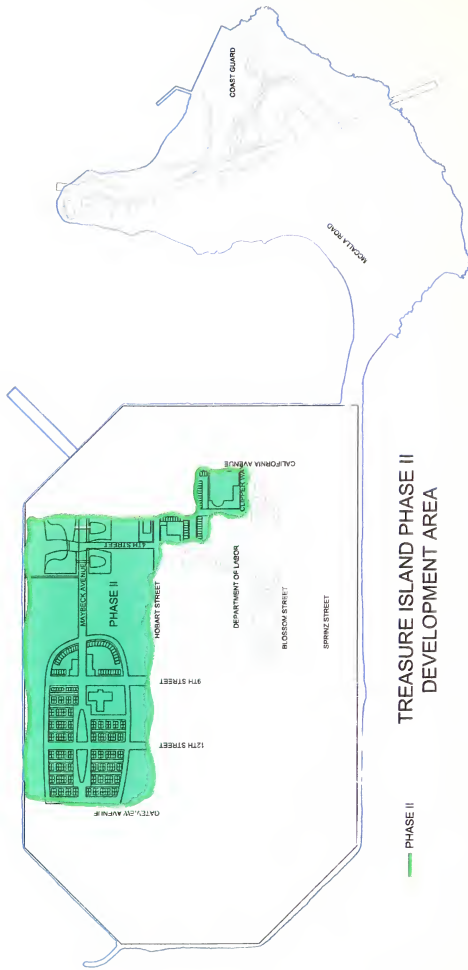
FIGURE 1



# Treasure Island Three Phase Development Allows for Phased Infrastructure Construction



# Treasure Island Three Phase Development Allows for Phased Infrastructure Construction



TREASURE ISLAND PHASE II  
DEVELOPMENT AREA

FIGURE 2

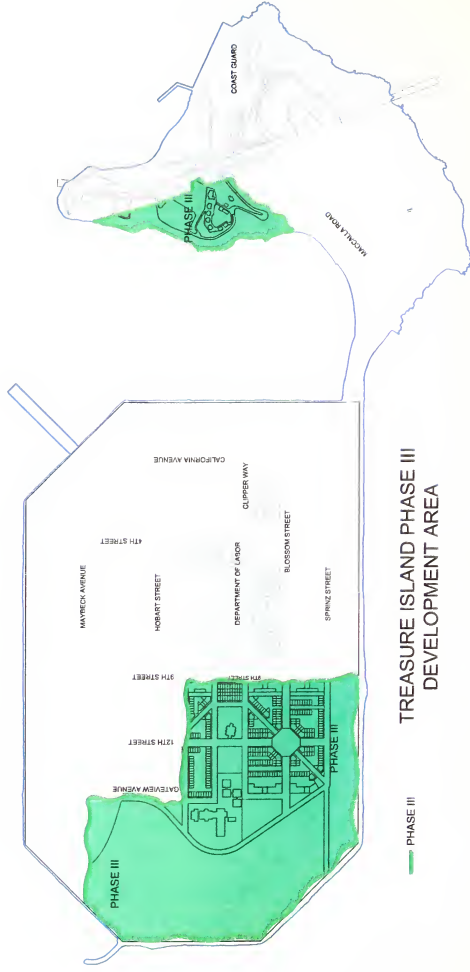


# Treasure Island Three Phase Development Allows for Phased Infrastructure Construction



FIGURE 2a

# Treasure Island Three Phase Development Allows for Phased Infrastructure Construction



TREASURE ISLAND PHASE III  
DEVELOPMENT AREA

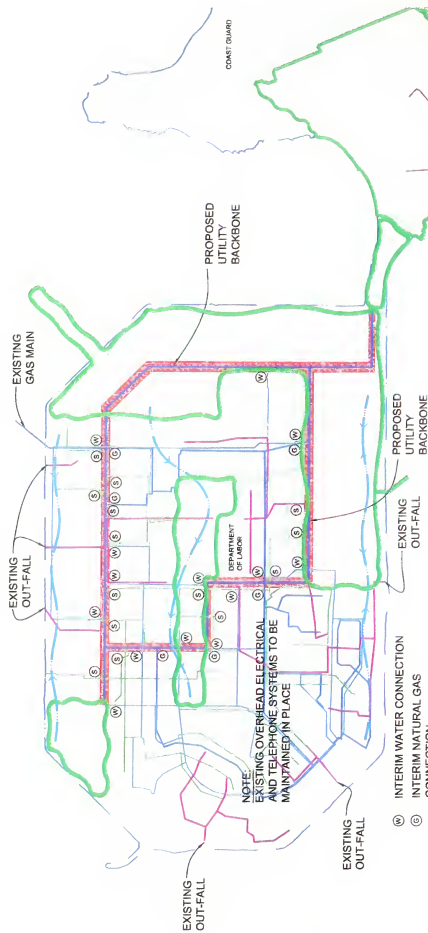
FIGURE 3

# Treasure Island Three Phase Development Allows for Phased Infrastructure Construction



FIGURE 3a

# Phasing Plan Must Provide for Uninterrupted Utility Service to Existing Facilities



POTENTIAL HOOKUP POINTS  
FOR UTILITY PHASING

FIGURE A.1



# Demolition/Deconstruction to Occur During Each Phase

- Includes all non-retained existing buildings and infrastructure features
- Deconstruction allows for maximum re-use of materials
- Demolition/Deconstruction Plan to be submitted for approval as part of the DDA

# Demolition/Deconstruction Plan Addresses Stakeholder Issues

- Storm Water Pollution Prevention Plan
- Traffic Management
- Material Handling/Disposal
- Dust and Noise Control
- Stockpiling
- Caltrans Coordination
- Soils and Groundwater Management
- DBI Coordination

# Geotechnical Effort Focuses on Early Stabilization of Island

- **Shoreline**
  - Stone Columns
  - Soil Cement Columns
- **Causeway**
  - Strengthened Utility Corridor
- **Interior**
  - Strengthened Backbone Utility Loop
- **Vertical Development**
  - Surcharging
  - Vibratory Compaction
  - Deep Dynamic Compaction
  - Building Foundation Alternatives



# TI Perimeter Requires Multiple Stabilization Techniques

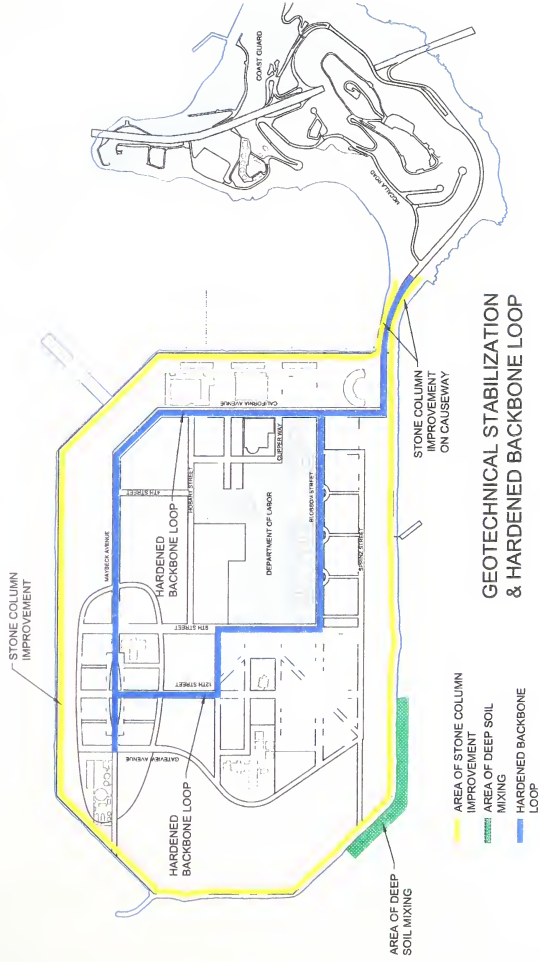


FIGURE C.1

FERRY DOCK



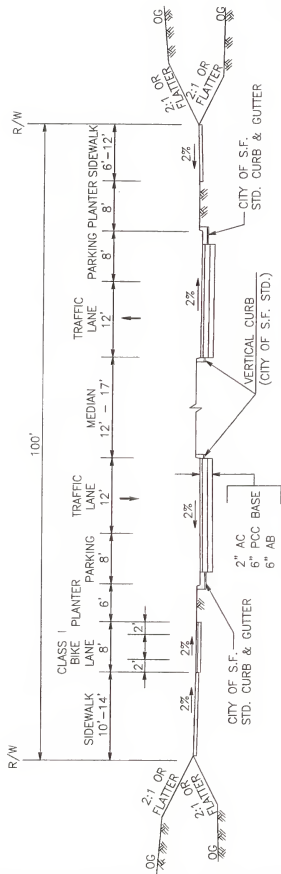
DRAFT LAND USE  
PLAN STREET LAYOUT

FIGURE D.1

# Transportation Infrastructure Provides Multiple Options

- Street System
  - Arterials
  - Collectors
  - Neighborhood Streets and Mews
  - Bridge Ramps
- Bikeways
- Pedestrian Access
- Ferry Terminal
- Bus/Shuttle Facilities
- Parking Structure

# Proposed Street Cross Sections Provide for Multiple Transportation Modes



ARTERIAL STREET WITH CLASS I BIKE LANE

PROPOSED STREET CROSS SECTION

FIGURE D.2



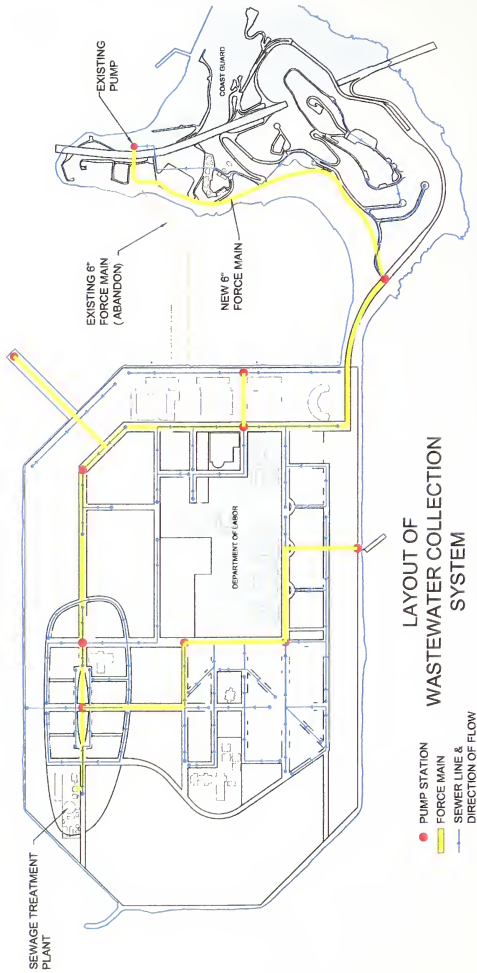
## Potable Water System Combines Supply and Storage to Meet Peak Demand

- Peak demand is 1,256 gpm
- Available supply is 1,800 gpm Via 10 inch pipeline on Bay Bridge West Span
- Fire demand is 3,500 gpm
- Storage requirements
  - Needed to meet fire flows
  - 4 million gallons proposed
- Potential need for backup water system under consideration

# Plan Includes Alternatives for Meeting Fire Protection Requirements

- Use of Potable Water System
  - Storage on One or Both Islands
  - Fire Flow Pumping Station
- Use of Bay Water
  - Storage
  - Direct Pumping
- Need for Redundant System Under Evaluation

# On-Site Distribution System Conveys Wastewater to Treatment Plant or Pumping Station



**FIGURE G.1**

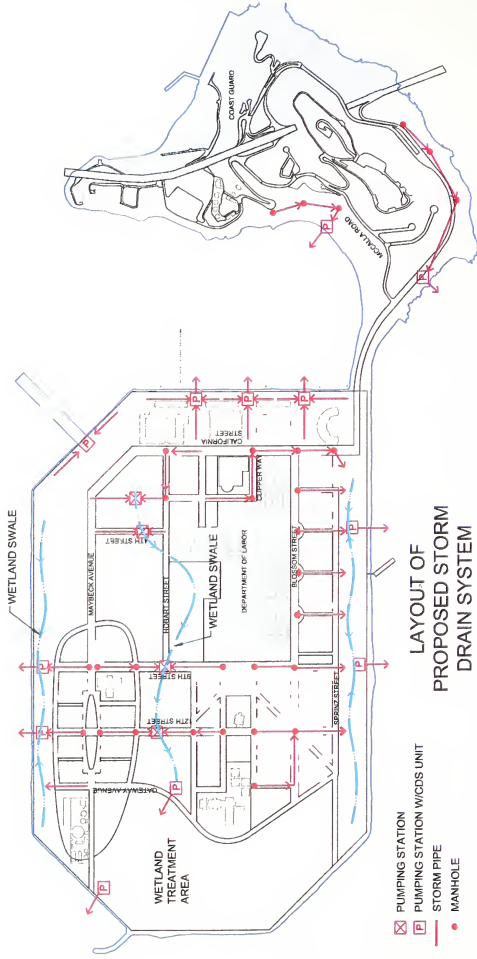


# Wastewater Treatment Options

## Include On-site, Off-site

- On-site
  - New Wastewater Treatment Plant
  - Recycled Wastewater Capability
- Off-site
  - Two Pipelines on East Span of Bay Bridge to EBMUD (Under Evaluation)
  - Relies on Timing of East Span Construction

# Proposed Storm Drain System Layout



LAYOUT OF  
PROPOSED STORM  
DRAIN SYSTEM

FIGURE I.1

# Storm Drain System Includes Pre-Treatment Options

- Entire system to be replaced
  - Pipes
  - Sixteen pumping stations
- All outfalls on TI and affected outfalls on YBI to include liquid/solid separators
- Development plan includes a treatment wetland
  - Liquid/solid separator included as pre-treatment for wetland

# Dry Utilities to be Served by Joint Trench

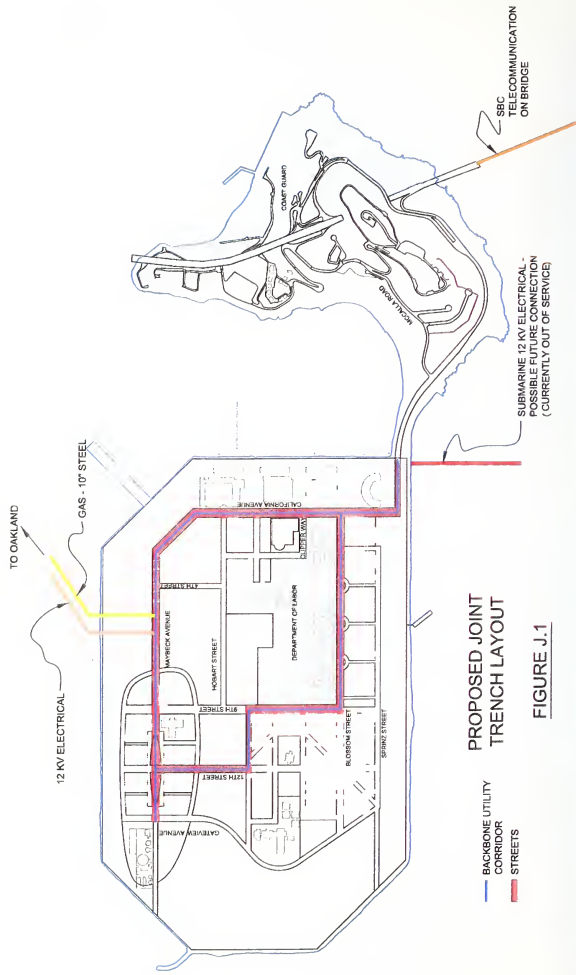


FIGURE J.1

# Service to TI/YBI Comes From Multiple Sources

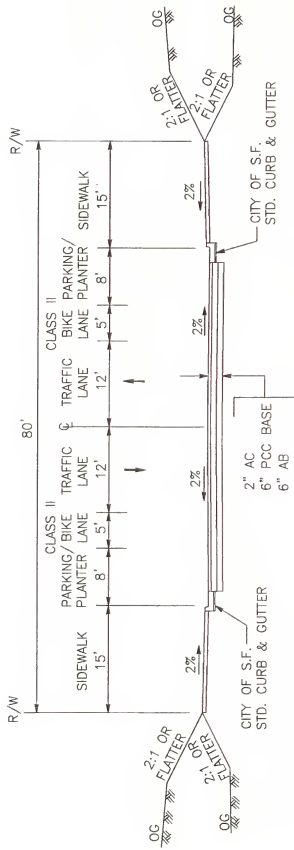
- Electric (Cost TBD)
  - Oakland PG&E Substation
  - PG&E Transmission Line
  - Port of Oakland Substation
  - Overhead Lines
  - Underground Lines
  - Submarine Cable
- Gas
  - Submarine Pipeline from Oakland to be Replaced by PG&E
- Telecommunications
  - Replacement by Providers



# Cost Estimate

DESCRIPTION	PHASE 1	PHASE 2	PHASE 3	TOTAL
CONTAMINATED SOIL REMEDIATION	TBD	TBD	TBD	TBD
MAINTENANCE				
Existing Utilities for Interim Period	TBD	TBD	TBD	TBD
DEMOLITION AND DECONSTRUCTION	\$ 4,730,000	\$ 2,540,000	\$ 4,858,750	\$ 12,128,750
GEOTECHNICAL	\$ 32,610,000	\$ 1,664,500	\$ 35,939,000	\$ 35,939,000
STREET IMPROVEMENTS	\$ 4,240,000	\$ 2,880,000	\$ 4,849,980	\$ 11,969,980
TRANSPORTATION				
Ferry Terminal	\$ 7,750,000			\$ 7,750,000
Parking Structure		\$ 5,500,000		\$ 5,500,000
Shuttle Bus/Bicycle Facility	\$ 830,000			\$ 830,000
WATER SYSTEM	\$ 5,923,200	\$ 915,000	\$ 1,285,000	\$ 8,123,200
Water Line on Bay Bridge	TBD	TBD	TBD	TBD
FIRE FIGHTING	\$ 1,725,200			\$ 1,725,200
SANITARY SEWER SYSTEM	\$ 22,770,000	\$ 1,050,000	\$ 1,770,000	\$ 25,590,000
RECLAIMED WATER SYSTEM	\$ 1,200,000	\$ 725,000	\$ 725,000	\$ 2,650,000
STORM DRAIN SYSTEM	\$ 3,861,250	\$ 6,200,000	\$ 2,630,000	\$ 12,691,250
DRY UTILITIES	\$ 3,600,000	\$ 1,050,000	\$ 2,120,000	\$ 6,770,000
Upgrades to Off-island Electrical	TBD	TBD	TBD	TBD
RECREATIONAL/OPEN SPACE				
Parks and Plazas	\$ 30,112,413	\$ 6,526,206	\$ 13,937,542	\$ 50,576,161
Recreational Pier	\$ 400,000			\$ 400,000
Seawall Repair / Macalla Road			\$ 277,000	\$ 277,000
Streetscapes	\$ 4,732,090	\$ 2,164,150	\$ 1,157,550	\$ 8,053,790
YBI			\$ 3,843,000	\$ 3,843,000
Subtotal - Direct Construction Cost	\$ 124,484,153	\$ 31,214,856	\$ 39,118,322	\$ 194,817,331
CONTINGENCY	\$ 24,896,831	\$ 6,242,971	\$ 7,823,664	\$ 38,963,466
CONSTRUCTION MANAGEMENT	\$ 9,336,311	\$ 2,341,114	\$ 2,933,874	\$ 14,611,300
ENGINEERING	\$ 14,075,000	\$ 6,522,500	\$ 6,522,500	\$ 27,120,000
TOTAL CONSTRUCTION COST	\$ 172,792,295	\$ 46,321,441	\$ 56,398,361	\$ 275,512,097

# Proposed Street Cross Sections Provide for Multiple Transportation Modes



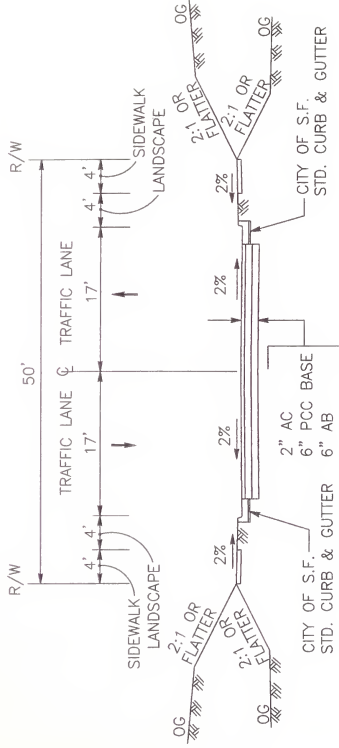
COLLECTOR STREET WITH CLASS II BIKE LANE

PROPOSED STREET CROSS SECTION

FIGURE D.3



# Proposed Street Cross Sections Provide for Multiple Transportation Modes

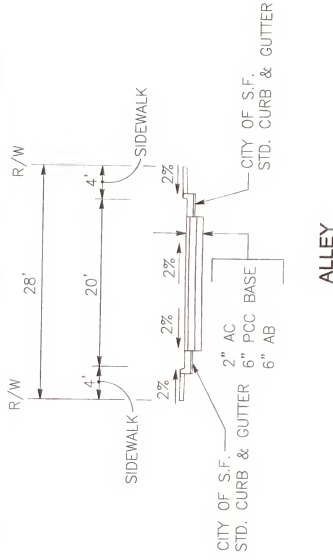


NEIGHBORHOOD STREET

PROPOSED STREET CROSS SECTION

FIGURE D.4

# Proposed Street Cross Sections Provide for Multiple Transportation Modes



PROPOSED MEWS CROSS SECTION

FIGURE D.5



# Notes

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**AGENDA ITEM**  
**Treasure Island Development Authority**  
*City and County of San Francisco*

**Agenda Item No:** 11

**Meeting Date:** March 9, 2005

---

**Subject:** Presentation of Draft Sustainability Plan (Discussion Item)

**Staff Contact:** Jack Sylvan, Mayor's Office of Base Reuse and Development

**BACKGROUND**

The Treasure Island Development Authority is under an Exclusive Negotiating Agreement with a prospective master developer, Treasure Island Community Development, LLC (TICD) for the development of former Naval Station Treasure Island. As part of the exclusive negotiations process, staff is engaged in planning and term sheet-level negotiations on several aspects of the redevelopment project. A key component of the term sheet negotiations is a sustainability plan to guide redevelopment of former Naval Station Treasure Island in a manner that achieves a high level of environmentally sustainable development practices and whose core principles can be integrated into all other aspects of the project. An initial draft of the sustainability plan section of the Term Sheet is included as Exhibit A. Drafting of this document was led by the San Francisco Department of the Environment (SFE) and represents extensive discussions between the SFE, TICD, the Mayor's Office and the Authority.

This sustainability plan was presented to the Treasure Island/Yerba Buena Island Citizen's Advisory Board at its March 1, 2005 meeting.

**EXHIBITS**

**A** Draft Sustainability Plan









# Presentation to TIDA

## Treasure Island Draft Sustainability Plan

### March 9, 2005

#### Introduction

*"Rock walls composed of 287,000 tons of quarried rock were sunk in the shoals. Twenty million cubic yards of sea bottom were dredged up and piled within the walls. When the sand was 13 feet above sea level, engineers "unsalted" it by a leaching process. Barges brought 50,000 cubic yards of loam from the mainland to enrich it. When the engineers finished, a 400-acre island, a mile long and two-thirds of a mile wide, had appeared in the Bay. The world's largest man-made island now has risen from the waves."*

*1939 World's Fair statement on the creation of Treasure Island*

We now have a unique and historic opportunity to transform Treasure and portions of Yerba Buena Islands (referred to hereafter as Treasure Island or TI, except when otherwise specified) into an environmentally sustainable urban community. The process of designing and building a sustainable Treasure Island is an overarching core principle that will be integrated into all other aspects of this project. The entire project should have the goal of becoming a model by exhibiting the concepts and practices of sustainable community development.

The City and TIDC have expressed strong support for providing sustainable development practices at Treasure Island. This draft Sustainability Plan specifies that environmentally sustainable practices will be integrated as part of the infrastructure and construction throughout the project.

The provisions for sustainable development will be articulated in more detail as this document, and other documents are negotiated by the stakeholders. For example, the Design for Development Agreement will call for certain land use and building requirements that will require the use of sustainable design practices in both the horizontal and vertical components of the project and the Design, Review and Document Approval Procedure for Vertical Improvements (Vertical DRDAP), will call for the use of green building measures and energy efficient utilities by vertical developers.

As the transaction and entitlement process continues, sustainable development practices will be highlighted. Two general areas of development will be considered through the lens of sustainable design practices. First is the horizontal or infrastructure development and land preparation. This part of the development process focuses on land development: deconstructing the old infrastructure systems on Treasure Island (roads, sewers, buildings, etc.), constructing an entirely new infrastructure system and preparing pads for vertical development. Specific implementation for sustainable development on the horizontal development on Treasure Island will have to be compatible with, and contingent upon, environmental regulatory direction, established land use covenants and specific geotechnical conditions. The second area of development is the vertical construction: building the new residences, commercial space and other amenities. Each of these

areas of development will have their own unique features. At this juncture, key concepts which have been discussed include: deconstruction and demolition techniques; hazardous materials remediation; storm water management; decentralized sewage treatment; recycling and composting; energy conservation; provision of renewable energy; land use policies that emphasize strong neighborhoods; walkability and a network of attractive public places; sustainable design practices; creating effective nodes for alternative transportation; and open space planning that minimizes energy and water consumption, encourages native plant usage and promotes biodiversity. Each of these policy issues is discussed below.

This draft Sustainability Plan represents City staff's current analysis of the sustainable design issues that will be part of the future redevelopment of Treasure Island. These issues, and the goals and objectives for responding to them, are subject to change and modification during the negotiations with TICD, and the measures discussed are part of the iterative work of the negotiations with TICD that will require serious analysis of each measure's benefits, feasibility, viability and practicality. As the project is developed in further detail and the project economics become less uncertain, subsequent versions of this Sustainability Plan will incorporate refinements and more specific measures for meeting the goals and objectives outlined herein.

## **Resource Efficient Infrastructure**

### **Building Statistics**

In the United States buildings consume more than 30% of our nation's total energy and 60% of its electricity every year. According to the US Department of Energy, buildings generate 49% of sulfur dioxide emissions, 25% of nitrous oxide emissions and 10% of particulate emissions – these numbers are based on conventional building practices that are typically fragmented, oversized, inefficient and unhealthy.

### **Development of Green Building**

Green building, or sustainable building, is changing the way that buildings are designed, built and operated. Green building promotes an integrated approach to design that engages all team members early in the process to create a building that is comprehensive, efficient, and healthy.

In 2000 the US Green Building Council (USGBC) published the LEED (Leadership in Energy and Environmental Design) Green Building Rating System<sup>®</sup> which is a voluntary, consensus-based national standard for developing sustainable buildings. LEED<sup>®</sup> currently has rating systems for the following building sectors: new commercial construction and major renovations (LEED-NC), existing building operations (LEED-EB), commercial interiors (LEED-CI), core and shell (LEED-CS) and is in the process of developing rating systems for homes (LEED-H) and neighborhood Development (LEED-ND). Currently there are over 1,700 buildings in 50 states that are seeking LEED certification and 157 are LEED certified. The numbers that are being reported from these projects are very encouraging: the Swiss Re Tower in London – 50% less energy consumption than a comparable conventional building; the Conde Nast Building at 4 Times Square in New York City – 35 to 40% less energy than a conventional building; the Robert Redford Building in Santa Monica, CA – 60% less water than a conventional building; and the list goes on. Higher productivity, less illness and absenteeism and higher test scores with students are also benefits that are being realized from green building.

USGBC is truly affecting the marketplace as seen by the use and adoption of the LEED rating systems by Federal Agencies, States, Cities, 13 other countries and the private sector. Rick Fedrizzi, president and chief executive of the USGBC says, "The green-building movement really is about understanding the building as an organism and understanding how all the systems play together. We are living in a much different age than we did in the 1970s and '80s, when everything was fast and cheap and quick and glitzy. Now it's about thoughtful construction, safe construction and enduring construction. As green buildings garner more attention, a popular misconception is that they cost more. If you start the process early, with an educated team, you can do it for not a penny more than conventional construction".

### **Green Building in California**

The State of California strongly supports green building as seen by its participation in the development of several of the LEED Rating Systems and the Collaborative for High Performance Schools (CHPS) program and rating system. In addition, the State and Consumer Services Agency has established a Sustainable Building Task Force to develop a strategy to achieve the sustainable building goal found in former Governor Davis' Executive Order D-16-00, and to implement the resulting 10-point plan described in *Building Better Buildings: A Blueprint for Sustainable State Facilities*. In December 2004, Governor Schwarzenegger signed the Sustainable Buildings Executive Order requiring that all new and renovated State buildings achieve a LEED Silver or higher certification and that all State buildings be 20% more energy efficient by 2015, and encouraging the private sector to do the same.

### **Green Building in San Francisco**

In May 2004, San Francisco adopted Chapter 7 of the Environment Code – *Green Building Standards*– requiring all new municipal construction projects to achieve a LEED Silver or higher certification by USGBC. This accomplishment has set San Francisco as a leader among municipalities. The San Francisco Department of the Environment's (SFE) Green Building team oversees the environmental design and performance of all municipal construction projects, chairs the inter-departmental Resource Efficient Building Task Force, develops green building policy, guidelines, tools and training for City design professionals, initiates revisions to building codes to allow for high performance technologies, supports residential and commercial green building efforts, and collaborates with appropriate City departments to ensure that basic infrastructures are developed to support green building in the City.

### **Treasure Island As a Landmark Green Building Development**

The USGBC is in the process of developing the LEED Neighborhood Development (LEED-ND) Rating System. By the first quarter of 2006, USGBC is expecting to make its call for pilot projects for LEED-ND. TIDA staff, SFE staff and TICD have discussed having the proposed project participate in this LEED-ND pilot project effort. The pilot project process involves working closely with USGBC and industry experts to inform the development of the LEED-ND rating system and providing assistance to the Treasure Island development to achieve high levels of economic, environmental and social performance. By agreeing to participate, TIDA, SFE and TICD are all reaffirming their individual and collective commitment to sustainable design and green building development.

## Approach for a Sustainable Neighborhood Development

The organizing principles and priority for Sustainable Neighborhood Developments should follow this sequence:

- Integrated Design Process – ensure coordination, synergy and cost savings across disciplines
- Sustainable sites and hydrology – supporting and enhancing existing natural features
- Open Space, landscaping, park lands and natural areas – creating a network of connected parks and natural areas
- Circulation and transportation – pedestrian and transit oriented development
- Land Use – compact development preserving open space and undeveloped areas.

The following sections define these principles and provide supporting information.

### Integrated Design Process

**GOALS:** Initiate an integrated design process involving all stakeholders including owners, project managers, financial officers, architects, engineers, estimators, contractors (or construction managers), facilities managers and end users. Retain a Project Sustainability Coordinator with responsibility for achieving agreed upon environmental goals.

**OBJECTIVES:** This early coordination of efforts enables synergies and cost savings among disciplines and solving certain problems that cannot be addressed in a more linear process. It allows for more advanced technologies to be considered and provides a building or neighborhood that operates as a comprehensive interactive system. For more information see: <http://www.buildinggreen.com/auth/article.cfm?fileName=131101a.xml>

## Horizontal Development

### 1. Sustainable Sites and Hydrology

#### A. Erosion and Sedimentation Control

**GOALS:** Meet LEED-NC® Sustainable Sites Prerequisite for Erosion and Sedimentation Control

**OBJECTIVES:** Prevent loss of soil during construction by storm water runoff and/or wind erosion, including protecting topsoil by stockpiling for reuse. Prevent sedimentation of storm sewer or receiving streams and/or air pollution with dust and particulate matter. For more information see: Green Building Compliance Guide for San Francisco Municipal Buildings, pages 37-38.

## B. Storm Water Management

**GOALS:** Minimize or eliminate storm water runoff. If possible, eliminate curbs and catch basins. Meet LEED-NC® Sustainable Sites—Storm Water Management Credit 2

**OBJECTIVES:** The project should seek to maintain the hydrologic cycle and shall protect water quality by minimizing disturbances, saving trees, supporting and enhancing natural landforms and drainages, minimizing consumptive water use, utilizing integrated vegetative storm water techniques and pervious paving materials. Where beneficial, the project should seek, to the greatest extent possible, given the environmental regulatory direction and established land use covenants set by state and federal regulators and Treasure Island's unique geological makeup, to allow storm runoff to filter into the ground to help reduce downstream flooding. Carefully planned infiltration swales and basins and measures to reduce impermeable surfaces are generally less costly than the conventional practice of installing storm sewers and building large detention ponds. Examples include: maximizing planted open space, avoiding contiguous impermeable surfaces, minimizing roadway width, incorporating living roofs on buildings, storing roof runoff for later use, and using porous paving materials. For more information see: Green Building Compliance Guide for San Francisco Municipal Buildings, pages 47-49.

**GOAL:** Reduce or Eliminate Polluted Stormwater Runoff to the Bay

**OBJECTIVES:** Construct wetlands for storm water treatment. Treatment wetlands can remove a variety of contaminants (including fertilizers, pet waste, crankcase oil, pulverized brake linings) prior to discharge into the Bay. Bodies of water, plants and microbes naturally remove water contaminants. Constructed wetlands-closely mimic natural systems in their operation, harboring diverse, complex ecosystems. By constructing artificial wetlands, we also learn more about the value of *natural* wetlands—and why we need to protect them. Provide a source of recycled water in dry season to maximize aesthetic, ecological and pollutant sequestering values.

Maximize treatment level of polluted runoff. While mechanical liquid/solid separators are considerably better than nothing, they do not remove all pollutants.

## C. Innovative Wastewater Technology

**GOAL:** Use the best available technology for the reuse of sewage and residual stormwater, using these flows as resources rather than waste products.

**OBJECTIVES:** Replace the existing sewage treatment plant with a decentralized, on-site, state-of-the-art, small-footprint, odor-free plant, integrated into the landscaping that can recycle water for irrigation purposes, treat sewage for disposal without unnecessary costs and can treat storm water to levels appropriate for tertiary uses. Carefully consider alternatives to chlorine and choramine for disinfection, such as ozone and ultra-violet light.

Identify uses for recycled water, including enhancement of the stormwater treatment wetlands, landscaping, etc., and create an appropriate storage and distribution system.

Treasure Island's unique location in the Bay provides an opportunity to both treat sewage in an environmentally appropriate manner and help treat residual storm water as part of the larger wetlands program. By constructing an on-site treatment plant and a constructed storm water treatment wetlands, the comprehensive wastewater management program can function to symbiotically improve water quality and provide a source of recycled water while increasing habitat value and providing educational opportunities.

<http://www.buildinggreen.com/auth/article.cfm?filename=030402a.xml>

## **2. Open Space and Landscaping**

### **A. Reduced Site Disturbance**

**GOAL:** Protect and restore existing vegetation. Meet LEED-NC® Sustainable Sites—Reduced Site Disturbance Credit 5.1

**OBJECTIVES:** Costs to protect vegetation can be easily recouped through having to spend less on plantings following construction. Large trees significantly boost property values. Protection of shade trees can allow downsizing of air conditioning equipment, because cooling loads can be reduced. For more information see: Green Building Compliance Guide for San Francisco Municipal Buildings, pages 44-47.

### **B. Water Efficient Landscaping**

**GOAL:** Limit or eliminate potable water use for landscaping. Meet LEED-NC® Water Efficiency—Water Efficient Landscaping Credit 1 (both points)

**OBJECTIVES:** Indigenous landscaping supports wildlife and biodiversity far better than conventional turf. Native landscaping also does not require irrigation and chemical treatments (fertilizer, herbicides, pesticides, etc.). In most cases, it costs less to landscape with native vegetation than to put in lawns and non-native plant species. For more information see: Green Building Compliance Guide for San Francisco Municipal Buildings, pages 53.

### **C. Integrated Pest Management**

**GOAL:** Minimize pesticide use. Meet LEED-EB Credits 10.4 & 10.5 – Low Environmental Impact Pest Management Policy

**OBJECTIVES:**

1. Select locally adapted, pest resistant, and/or native plant species for landscape plantings.
2. Use landscape designs and measures that exclude weeds, such as weed cloth, mulches, dense plantings, and mowing strips.
3. Use landscape designs and measures that maintain vigorous plant growth to minimize landscape pest problems, for example, by installing easily maintained, computerized irrigation systems, ensuring proper drainage, and using compost to build soil fertility.

## **D. Biological Diversity**

**GOAL:** Protect and restore existing natural habitat and wildlife

**OBJECTIVES:** Identify and map the naturally occurring habitats on Yerba Buena Island and assure their protection from development and inappropriate uses. Remove or control invasive introduced species as necessary to protect natural ecosystems. Utilize the nursery proposed for TI to propagate native species for restoration and re-introduction, specifically, Yerba Buena (*Satureja douglasii*), the island's namesake. Manage the natural areas of YBI in cooperation with the City's Natural Areas Program. Prohibit the use of invasive exotics in the landscaped areas. Consult with the Audubon Society regarding tree trimming and removal, trail placement, and other activities that could impact wildlife.

**GOAL:** Maximize the natural values of the developed and horticultural portions of the islands.

**OBJECTIVES:** Use wildlife-friendly plants. Restrict night lighting that could interfere with bird migration.

## **3. Circulation and Transportation**

### **A. Pedestrian/Bicycle Oriented Development**

**GOAL:** Reduce automobile use for intra-island transportation to the greatest extent possible by the establishment of pedestrian and bicycle friendly land uses and support facilities.

**OBJECTIVES:** The project should seek to create dense and cohesive neighborhoods (given the site constraints and constraints imposed by other regulatory agencies) that are in close proximity to the key transit nodes, such as that proposed at Pier One. This will allow residents and visitors to walk, bike or ride an on-Island alternative fuel shuttle to basic services, commercial venues, recreational experiences, and other public spaces. The project shall provide sufficient bicycle parking facilities at commercial and transit nodes, as well as a free bicycle program for use by island residents and visitors.

### **B. Transit Oriented Development**

**GOAL:** Tie development to transit nodes and emphasize transit alternatives and importance of major transit node at Pier One. Meet LEED-NC® Sustainable Sites—Alternative Transportation Credit 4.1

**OBJECTIVES:** The project should seek to reduce pollution and other impacts from automobile use by emphasizing transit alternatives, such as ferries, buses, car share opportunities, organized car pooling, and possibly private water taxi systems and jitneys. Adopt mitigation measures to minimize any significant impacts that may occur to the traffic congestion on and approaching the Bay Bridge. For more information see: Green Building Compliance Guide for San Francisco Municipal Buildings, pages 41-44.

### C. Alternative Fuel Vehicles

**GOAL One:** Require the use of zero emission vehicles by government agencies and encourage their use by businesses and non profits on the island, and provide preferred parking for AFV's.

**GOAL Two:** Develop alternative fuel infrastructure on Treasure Island to support the use of clean air vehicles, including the production of clean fuels such as bio-diesel and hydrogen and use of electric, bio-diesel, natural gas and hydrogen vehicles.

**OBJECTIVES:** Reduce pollution and oil dependence by encouraging the use of alternative fuel vehicles. For more information see: Green Building Compliance Guide for San Francisco Municipal Buildings, pages 41-44.

### D. Parking Capacity

**GOAL One:** Discourage automobile use through parking capacity controls and reduced speed limits.

**OBJECTIVES:** The project should seek to limit parking by implementing standards that are below current minimum planning code requirements for both on- and off-street parking, providing preferred parking for carpools and vanpools, implementing a CarShare program with the necessary car share pod on site and, to the extent feasible, unbundling parking from housing units. Consider bundling transit passes with condo fees and with hotel room fees. For more information see: Green Building Compliance Guide for San Francisco Municipal Buildings, pages 41-44.

### E. Promote The Use of Public Transportation

**GOAL:** Establish comprehensive public transit options as part of a comprehensive Transportation Demand Management program established, implemented and administered by a Treasure Island Transportation Coordination Committee.

**OBJECTIVES:** Offer a variety of options, including:

- Ferry service to San Francisco, and ultimately to the East Bay
- Upgraded MUNI service to the Transbay Terminal, with some runs continuing to points beyond, especially the Financial District and Civic Center
- New AC Transit service to Oakland transit hub
- Organized ridesharing
- Possible water taxi service
- A coordinated transit hub at Pier One
- On-island transit options making mass transit more efficient and less time consuming
- Minimize the need for transfers by placing most dwelling units within a half-mile walk of the ferry terminal
- Bus and ferry systems that can easily accommodate bicycles



#### 4. Land Use

##### A. Site Selection

**GOAL:** Avoid development in areas severely impacted by hazardous materials or set aside for public spaces by the State Lands Commission and the Bay Conservation and Development Commission and reduce environmental impacts from the location of buildings on a site. Meet LEED-NC® Sustainable Sites—Site Selection Credit 1

**OBJECTIVES:** The project should seek to avoid development on portions of sites that are severely impacted by hazardous materials, are designated as public spaces by the State Lands Commission and the Bay Conservation and Development Commission, contain habitat for threatened or endangered species, wetlands, or parklands. For more information see: Green Building Compliance Guide for San Francisco Municipal Buildings, pages 39.

##### B. Brownfield Redevelopment

**GOAL:** Achieve maximum cleanup of the toxic substances left by the Navy, as required by State and Federal regulatory agencies.

**OBJECTIVES:** Work with the Department of Defense and Congress to fund and implement timely and thorough remediation of all toxics, consistent with and to facilitate the building and open space uses proposed in the current development plan.

##### C. Development Density

**GOAL:** Density of developed areas shall meet LEED-NC® Sustainable Sites—Urban Redevelopment Credit 2.0

**OBJECTIVES:** The project should seek to cluster development into identified neighborhoods or zones and preserve larger areas of open space, thereby reducing the costs (and environmental impacts) of pavement, sewer lines, utility lines, stormwater system, etc., and making a car-free lifestyle a more viable option. The open space also serves to protect local ecosystems and biodiversity. For more information see: Green Building Compliance Guide for San Francisco Municipal Buildings, pages 68-69.

##### D. Minimize Paved Area

**GOAL:** Reduce costs, increase permeability and open space.

**OBJECTIVES:** The project should seek to minimize the amount of roads, driveways, access roads and parking areas, reduce impervious surfaces, preserve open space, and reduce resource consumption. Also keep streets and driveways as narrow as is practicable, and look for ways to reduce parking requirements. Offer employee and visitor incentives to use public transit. For more information see: Green Building Compliance Guide for San Francisco Municipal Buildings, pages 68-69.

## **E. Construction Waste Management**

**GOAL:** Divert at least 75% of construction, demolition and land clearing debris from landfill disposal. Meet LEED-NC® Materials and Resources—Construction Waste Management Credit 2.2

**OBJECTIVES:** The project should implement a construction waste management plan. For more information see: Green Building Compliance Guide for San Francisco Municipal Buildings, pages 68-69.

**GOAL:** Deconstruct all buildings with substantial recoverable materials, as indicated by the survey completed in 1997. Deconstruction will utilize labor from TI associated agencies, specifically the Treasure Island Homeless Development Initiative and Job Corps, with a training element geared to preparing workers for construction employment. Buildings appropriate for demolition will recover resources on-site for use on island to the greatest degree possible.

**OBJECTIVES:** This can include stockpiling and grinding of inerts and organics for reuse and batching into necessary construction and landscaping materials.

## **F. Infrastructure**

**GOAL:** Select sites that require minimal extension of the area to be served by infrastructure.

**OBJECTIVES:** Where roadways, water, sewer, and utility lines require minimal extension, the infrastructure costs of development can be significantly reduced - while the environmental impacts of development are reduced and more pristine, undeveloped land is preserved.

## **G. Solar Orientation**

**GOAL:** Use appropriate street alignment or width and development patterns to reduce shading and maximize solar energy potential for all buildings.

**OBJECTIVES:** The project shall make every effort to align building shape, height and orientation to utilize natural energy flows. Proper street and lot layout enable energy efficiency, human comfort and renewable energy production in the built environment. For more information see:

<http://www.buildinggreen.com/search/index.cfm?q=passive+solar&x=11&y=7>

# **Vertical Development**

## **A. Building Reuse**

**GOAL:** For historic buildings, the gym, and the school, maintain at least 75% of existing code-compliant building structures and shell (exterior skin and framing, excluding window assemblies and nonstructural roofing material) subject to

regulatory constraints such as the U.S. Department of Interior standards for historic structures. Meet LEED-NC® Materials and Resources—Building Reuse Credit 1.1

**OBJECTIVES:** Extend the life cycle of existing building stock, conserve resources, retain cultural resources, reduce waste and reduce environmental impacts of new buildings as they relate to materials manufacturing and transport.

## **B. New Commercial Buildings**

**GOAL:** Require that all new commercial buildings achieve, at a minimum, a LEED-NC® Silver certification level from the U.S Green Building Council (USGBC), with a stated goal of achieving LEED NC Gold certification as more specific information is available regarding the commercial component of the project.

**OBJECTIVES:** LEED for New Construction and Major Renovations (LEED-NC) is a green building rating system that was designed to guide and distinguish high-performance commercial and institutional projects. For more information see:  
<http://www.usgbc.org/LEED/publications.asp>

**GOAL:** Incorporate pest prevention as a design and maintenance objective for new commercial buildings. Meet LEED-EB Credits 10.4 & 10.5 – Low Environmental Impact Pest Management Policy

**OBJECTIVES:**

- a. *Design to exclude pests from new buildings*, using design features such as single-pour slabs, sealing of pipe breaks, sand barriers beneath foundations, sealed wall cavities, injection of boric acid into wall voids, installation of door sweeps, and appropriately screened foundations, attic vents, and windows.
- b. *Design to reduce potential pest harborage in or near new buildings*, using features such as bird-repellent roof designs, removal of all cellulose-containing materials from building sites, use of wall coverings that do not provide insect harborages (i.e., avoid pegboard), and keeping vegetation (such as ivy) at least three feet away from buildings.
- c. *Design to improve moisture management in new buildings*, using features such as moisture barriers beneath foundations, adequate ventilation, and appropriate drainage near foundations.
- d. *Design to facilitate inspection and maintenance in new buildings*, for example, by designing-in easy access to foundations and to pipe breaks in foundations, building-in access to areas covered by suspended ceilings, and by building for easy sanitation by:
  - i. designing floors and shelves for easy cleaning
  - ii. elevating dumpsters
  - iii. including coves at wall/floor junctures to prevent accumulation of debris, and sloping kitchen and bathroom floors for easy drainage.

## **C. Tenant Improvements—Commercial Buildings**

**GOAL:** Require that all tenant improvements in new commercial buildings achieve, at a minimum, a LEED-CI® Silver certification level from the U.S Green Building Council (USGBC), with a stated goal of achieving LEED-CI Gold certification as

more specific information is available regarding the commercial component of the project.

**OBJECTIVES:** LEED for Commercial Interiors (LEED-CI) addresses the specifics of tenant spaces in office, retail, and institutional buildings. LEED-CI is part of a comprehensive suite of LEED green building rating tools developed by USGBC to promote green design, construction, and operations practices in buildings nationwide. For more information see: [http://www.usgbc.org/LEED/leed\\_interiors.asp](http://www.usgbc.org/LEED/leed_interiors.asp)

Hotels should be managed as “green hotels” where, for example, sheets and towels are exchanged only on request, soaps and toiletries are biodegradable, and lighting is automatically controlled.

#### **D. Residential Buildings**

**GOAL:** Require that new housing units and renovated permanent housing units (units that have an anticipated life span of more than 10 years) be subject to a high level sustainability goal that will be determined at the time the Disposition and Development Agreement is completed, through agreement between the Department of the Environment and the other stakeholders involved in the project. The priority would be using one of the high level standards adopted by the US Green Building Council, which will be presenting the Leadership in Energy and Environmental Design rating system for homes in 2007.

**OBJECTIVES:** The State of California, in collaboration with *Bay Area Build it Green*, a coalition of local government representatives, environmental groups, homebuilders, and product manufacturers is developing a state-wide residential green building rating system. It is expected that city and county municipalities will then adopt these guidelines to encourage or require that residential developers and homebuilders achieve certain environmental performance measures in their residential building projects.

**GOAL:** Incorporate pest prevention as a design and maintenance objective for new residential buildings. Meet LEED-EB Credits 10.4 & 10.5 – Low Environmental Impact Pest Management Policy

**OBJECTIVES:**

- a. *Design to exclude pests from new buildings*, using design features such as single-pour slabs, sealing of pipe breaks, sand barriers beneath foundations, sealed wall cavities, injection of boric acid into wall voids, installation of door sweeps, and appropriately screened foundations, attic vents, and windows.
- b. *Design to reduce potential pest harborage* in or near new buildings, using features such as bird-repellent roof designs, removal of all cellulose-containing materials from building sites, use of wall coverings that do not provide insect harborages (i.e., avoid pegboard), and keeping vegetation (such as ivy) at least three feet away from buildings.
- c. *Design to improve moisture management in new buildings*, using features such as moisture barriers beneath foundations, adequate ventilation, and appropriate drainage near foundations.

- d. *Design to facilitate inspection and maintenance* in new buildings, for example, by designing-in easy access to foundations and to pipe breaks in foundations, building-in access to areas covered by suspended ceilings, and by building for easy sanitation by:
  - i. designing floors and shelves for easy cleaning
  - ii. elevating dumpsters
  - iii. including coves at wall/floor junctures to prevent accumulation of debris, and sloping kitchen and bathroom floors for easy drainage.

## **E. Waste Prevention and Recycling**

**GOAL:** Achieve the City's solid waste diversion goal of 75% by 2010

**OBJECTIVES:** Waste prevention, reuse, recycling and composting are important techniques that will be utilized to meet the City's goals of resource conservation and create a sustainable, livable community for TI: public, private, recreational, commercial and residential. Waste prevention, recycling and composting objectives include:

- Placement of standard trash and recycling receptacles at strategic locations along main thoroughfares, at mass transit stops, and at parks and open spaces including the marina.
- Creating an effective recycling program in all public, commercial and residential spaces.
- Establishing a composting collection program for public, commercial and residential uses. Composting will take place on-Island, likely in conjunction with the Urban Garden planned for Treasure Island.
- The project will include community and managed garden spaces for resource regeneration, composting opportunities and landscaping sustainability.
- A sustainability center will be developed, to promote waste reduction and other sustainable practices, and facilitate durable item reuse. The Sustainability Coordinator will provide education, reinforcement and follow-up to make sure the recycling program is being implemented properly.

## **F. Energy**

**GOAL:** Minimize the island's electricity demand by reducing energy consumption and explore generating power on-site.

**OBJECTIVES:** The project should seek to reduce energy consumption and generate power through the following methods:

- Develop the electrical distribution system as a distributed energy system to enable all of the power need being met with local distributed generation systems.
- Install one centralized energy monitoring and reporting system for the entire development at the building level
- Exceed California Title 24 standards for all buildings by at least 20%
- Mandate for all buildings Energy Star appliances and equipment, premium efficiency motors, demand response capability, and LED for all lit signage
- Use high efficiency lighting strategies for walkways, streets, signage, and other outdoor lighting
- Design all outdoor lighting to protect the darkness of the night sky

- Perform a feasibility study of a district heating and/or cooling system that may utilize cogeneration and/or ground or water source heat pumps.
- Use active and passive solar energy systems to minimize demand for electricity and natural gas as well as generate electricity to the maximum amount feasible
- Enable and protect solar access through the design of streets, parcels, and buildings
- Perform a feasibility study on the viability of on-site generation of energy, with a goal of generating a minimum of 20% of Treasure Island's peak demand from on-site renewable energy sources
- With CCSF (including SF PUC), perform a feasibility and bird safety study of a wind farm to provide electric power for the development

## Innovation LEED-ND® Pilot Project

**GOAL:** TICD shall become a member of USGBC, help to influence the development of a national rating system for neighborhood developments (LEED-ND®), and make application for the Treasure Island Development to become a LEED-ND Pilot Project. Pilot Project applications will be accepted in the first quarter of 2006, and a balloted rating system is projected for launch in 2007. This is an opportunity for TICD to obtain professional consulting expertise from leaders in the field, learn best practices from other pilot project developments and to help create the new national rating system. LEED Pilot Projects garner national and international attention as world leaders with innovative, cutting edge developments.

**OBJECTIVES:** The U.S. Green Building Council is developing a national standard for neighborhood design that integrates the principles of green building and smart growth. The goal of this partnership is to engage stakeholders across the country in establishing consensus-based standards for assessing the impacts of development projects using the rating framework of the LEED (Leadership in Energy and Environmental Design) Green Building Rating System™ that has already become the national standard for high performance buildings.

Whereas other LEED products focus primarily on green building practices, with only a few credits regarding site selection, LEED for Neighborhood Developments (LEED-ND) would emphasize smart growth aspects of development while still incorporating a selection of the most important green building practices. The scope of what would be considered smart growth design would be guided by the Smart Growth Network's ten principles of smart growth, and would include density, proximity to transit, mixed use, mixed housing type, and pedestrian- and bicycle- friendly design. LEED-ND would then provide an objective basis on which to certify developments as smart growth. In short, LEED-ND would create a label, as well as a set of guidelines for decision-making, which could serve as a concrete signal of, and incentive for, better location, design, and construction of neighborhoods and buildings. Equally important, it will be a product that can be readily folded into USGBC's existing and successful efforts to market LEED to developers, consumers, and policymakers.

The existing LEED Rating System for New Commercial Construction (LEED-NC) has a proven track record of encouraging builders to utilize green building practices such as increasing energy and water efficiency and improving indoor air quality in buildings. LEED-ND can have a similarly positive effect on development trends to revitalize existing urban

areas, decrease land consumption, decrease vehicle miles traveled, improve air quality, decrease polluted stormwater runoff, and build communities where people of a variety of income levels can coexist, and where jobs and services are accessible by foot or transit. The continued use of certain green building standards in LEED-ND will ensure that indoor air quality is healthier, that energy and water consumption decrease, and that the corresponding utility bills of tenants and residents decrease as well.

In addition to direct economic and quality-of-life benefits for consumers, the implementation of water and energy efficient technologies will ensure a more efficient use of infrastructure in urban areas, where water, sewer, and electric grid systems are likely to be overtaxed. For additional information on LEED-ND, contact the USGBC at [leedinfo@usgbc.org](mailto:leedinfo@usgbc.org)

## Costs and Benefits of Green Building and Sustainable Community Design

Some cost and benefit data is included in the above sections that refer to individual green building and sustainable community design strategies. However, true sustainable design is not so much a collection of technologies, as an integration of human development into natural ecosystems. This integration is most easily achieved through an integrated design process where all design professionals and project stakeholders set environmental goals and collaborate from the very beginning of the design. While there may indeed be some additional "soft costs" (upfront design costs) associated with this alternative to traditional design procedures, most truly integrated designs do not require additional capital costs to achieve high levels of environmental performance. These advanced designs result in large life-cycle savings in faster rent-up and sales, less turnover, happier and healthier tenants and more profitable owners with reduced operating costs and maintenance. The integrated design process allows for synergies and opportunities for cost savings among disciplines that cannot be achieved in a more linear process.

Please find the following reference for cost and benefit information included as an attachment to this document:

*Report to Board of Supervisors Budget Analyst—Environment Code—Chapter 7—Resource Efficiency Requirements and Green Building Standards, February 26, 2004. SF Environment*

### Additional Reference

*The Costs and Financial Benefits of Green Buildings: A Report to California's Sustainable Building Task Force, "finds that an upfront investment of less than two percent of construction costs yields life cycle savings of over ten times the initial investment."*

- [Final Report](#) (Adobe® PDF, 3.1 MB)
- [Executive Summary](#) (Adobe PDF, 174 KB)

## See Also:

- Actual Costs—Is Building Green Too Expensive?—*Building Green in a Black and White World, Section 2; Chapter 3; Part 3.*
- Building Green on a Budget—*Environmental Building News (EBN) Volume 8, No. 5 -- May 1999*
- Buildings and Life-Cycle Costing—*Canadian Building Digest*
- Costing Green: A Comprehensive Cost Database and Budgeting Methodology—(Adobe PDF, 268 KB) Lisa Fay Matthiessen and Peter Morris of Davis Langdon Adamson (DLA)
- Economic Benefits of Green Building Design—(Power Point presentation)
- General Services Agency LEED Cost Study—The report provides a review of both the hard cost and soft cost implications of achieving Certified, Silver, and Gold LEED ratings for two GSA building types, using GSA's established design standards as the point of comparison.
- Green Building Saves Money—*Wisconsin Green Building Alliance (WGBA)*
- Managing the Cost of Green Buildings—(Adobe PDF, 371 KB) Abstract (Adobe PDF, 215 KB)
- Sustainable Practices, Public Buildings, and Jobs—*Portland State University Publication*
- What Every State Executive Should Know About Sustainable Buildings—(Power Point presentation)





# Notes

1. 10/10/10

2. 10/10/10

3. 10/10/10

4. 10/10/10

5. 10/10/10

6. 10/10/10

7. 10/10/10

8. 10/10/10

9. 10/10/10

10. 10/10/10

11. 10/10/10

12. 10/10/10

13. 10/10/10

14. 10/10/10

15. 10/10/10

16. 10/10/10

17. 10/10/10

18. 10/10/10



## Notes

**AGENDA ITEM**  
**Treasure Island Development Authority**  
**City and County of San Francisco**

**Agenda Item No. 13**  
**Meeting of March 9, 2005**

**Subject:** Fiscal Year 2005-06 Budget

**Contact/Phone:** Tony Hall, Executive Director  
Frank Gallagher, Deputy Director  
John Farrell, Chief Financial Officer  
274-0660

**SUMMARY OF REQUESTED ACTION**

Approving the Budget of the Treasure Island Development Authority for Fiscal Year 2005-2006, and Authorizing the Executive Director to Submit the Proposed Budget to the Mayor of the City and County of San Francisco for Further Review and Inclusion in the City's FY2005-2006 Budget.

**DISCUSSION**

In FY 2003-04 and 2004-05, the Treasure Island Development Authority (TIDA) made a substantial contribution to the City's budget deficit, agreeing to use its earned revenue surplus to fund increased General Fund costs such as the Fire Department (Keep in mind that more than half of the cost of these activities is a legal responsibility of the City's General Fund). TIDA has used monies from the surplus, which was \$4.76 million at the beginning of FY2003-04, to make this contribution. The surplus was needed to assure that TIDA had the resources to meet its obligations, especially its obligations to provide utilities, electricity, gas, and water to the residents and tenants of Treasure Island. There is no more surplus. In FY2005-06 expenditures will not exceed revenues and reductions of approximately \$1.7 million have been made accordingly.

**REVENUES:**

Revenues of \$9,018,000 are projected for FY2005-06, not including \$1,800,000 from the Fire Department for training facilities on Treasure Island. See attachment A for breakdown of projected revenues.

This \$9,018,000 is \$320,000 less than the \$9,338,000 in revenues budgeted for FY2004-05. The major source of the shortfall is approximately \$180,000 from projected payments from John Stewart & Company (JSC) and \$147,000 projected from Cal Trans that didn't transpire.

## EXPENSES:

The FY 2004-05 Budget provided for expenditures of \$10,260,661 which reflects \$12,060,661 in budgeted expenses less an interdepartmental recovery of \$1,800,000 from the Fire Department. Expenditures will be reduced by approximately \$1.24 million for FY2005-06 to balance with the projected revenue of \$9,018,000 (actual reduction was approximately \$1.7 million of which \$400,000 was added back for generators and for cola increases) See attachment B for breakdown of projected expenses.

Just like most decommissioned military facilities, Treasure Island's infrastructure does not begin to meet civilian standards. Electricity has been provided to the Base from the East Bay's electrical distribution system, with back-up provided by San Francisco's electrical distribution system. However, Bay Bridge retrofit activities caused the loss of the San Francisco back-up electric cable in FY2003. Therefore, with the assistance of the SFPUC, the Authority has rented and set-up two generators to provide electricity in the event the East Bay service is lost. The annual cost of renting these generators is approximately \$300,000 and has been included in the FY2005-06 budget. This amount was not included in the FY2004-05 budget.

Other reductions include the following:

### PROFESSIONAL AND SPECIALIZED SERVICES (\$225,570)

We have budgeted \$865,000 for FY2005-06 which is \$225,570 less than the \$1,120,570 budgeted in FY2004-05 and will provide funding for the following:

Name	Service	Amount
TIHDI	Community based homeless service organization	\$390,000
CH2M Hill	Environmental Engineering Services	200,000
Geomatrix	Environmental Engineering Services	135,000
Misc	Other contracts (financial/environmental services)	<u>140,000</u>
	Total	\$865,000

### Treasure Island Homeless Development Initiative (TIHDI) - \$390,000

Under this contract TIHDI provides several services including: coordinate and facilitate participation of community-based homeless service organizations, provide input in community serving and development components, and coordinate recreational services on Treasure Island through various programs. The proposed budget for FY2005-06 is \$390,000.

The following is an estimate of the environmental engineering consulting services that is projected for FY 2005-06. These amounts are what we project to be necessary in excess of what has been encumbered for these consultants for FY 2004-05.

## **CH2M Hill - \$200,000**

As outlined in the 2nd Amendment to the CH2M contract, the current FY04-05 budget provides funds for CH2M to assist TIDA in negotiating through a term sheet agreement with the Navy on an Early Transfer (defined as Phases 1a and 1b). The contract anticipates that, upon reaching a term sheet agreement with the Navy, with authorization by the TIDA Board, TIDA and CH2M would enter into Phase 2 of the contract, which would provide funds estimated at \$460,000 to finalize ESCA negotiations with the Navy, negotiations with environmental regulatory agencies and negotiations with an environmental insurance provider. It is estimated that these agreements with the Navy would be finalized approximately March 2006. We have budgeted \$200,000 of the \$460,000 for FY2005-06 with the remaining amount to be budgeted in FY2006-07.

## **Geomatrix - \$135,000**

Geomatrix will continue to assist TIDA with oversight of the Navy's on-going clean-up program. If and when TIDA is successful in negotiating a transfer of environmental responsibilities from the Navy, Geomatrix's role would be significantly eliminated, if not reduced entirely. The \$135,000 projection assumes that an Early Transfer deal is consummated with the Navy in March 2006. Therefore, TIDA would require Geomatrix's oversight services, at approximately \$15,000 per month for nine (9) months for a total FY2005-06 budget of \$135,000.

## **OTHER CURRENT EXPENSES**

**(\$240,000)**

In 1999, TIDA entered into "The Sharing Agreement" with TIHDI. This Sharing Agreement provides a revenue share to TIHDI of the income received by 112 shared units on Treasure Island and after 5 years, provides a revenue share of 41 YBI units. In addition, after the market rate lease with TIDA is over (7 or 8 years) the 112 units are to be "turned over" to TIHDI in habitable/move in condition. See attachment C for more information on this Sharing Agreement.

Based on the sharing agreement approximately \$800,000 in payments will be made in FY2005-06. This \$800,000 is \$240,000 less than the projected budgeted amount for FY2004-05 of \$1,040,000.

## **MEETING CALIFORNIA COMMUNITY REDEVELOPMENT LAW REQUIREMENTS:**

Pursuant to Section 33606 of the California Community Redevelopment Law (CRL) an agency shall adopt an annual budget containing all of the following specific information, including all activities to be financed by the Low and Moderate Income Housing Fund established pursuant to Section 33334.3:

- (a) The proposed expenditures of the agency (See Attachment B).
- (b) The proposed indebtedness to be incurred by the agency. There is no indebtedness.
- (c) The anticipated revenues of the agency (See attachment A).
- (d) The work program for the coming year, including goals (See Attachment D for Performance Measures).

(e) An examination of the previous year's achievements and a comparison of the achievements with the goals of the previous year's work program (See Attachment D for Performance Measures).

Since TIDA is a redevelopment agency under the CRL, it needs to comply with the requirements of the CRL. TIDA has not yet adopted a redevelopment plan and is not receiving any tax increments, so we have nothing to report regarding activities financed by the Low and Moderate Income Housing Fund.

**RECOMMENDATION:** Staff recommends approval.



1 [Approving the TIDA Annual Budget for FY 2005-2006.]

2  
3 **Resolution approving the budget of the Treasure Island Development Authority for**  
4 **fiscal year 2005-2006, and authorizing the Executive Director to submit the proposed**  
5 **budget to the Mayor of the City and County of San Francisco for Further Review and**  
6 **Inclusion in the City's 2005-2006 Budget**

7 WHEREAS, Naval Station Treasure Island is a military base located on Treasure Island  
8 and Yerba Buena Island (together, the "Base"), which is currently owned by the United States  
9 of America ("the Federal Government"); and,

10 WHEREAS, Treasure Island was selected for closure and disposition by the Base  
11 Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its  
12 subsequent amendments; and,

13 WHEREAS, In 1995, the General Services Administration and the Bureau of Land  
14 Management determined that Yerba Buena Island was surplus to the Federal Government's  
15 needs and could be transferred to the administrative jurisdiction of the Department of Defense  
16 under the Base Closure and Realignment Act of 1990 and disposed of together with Treasure  
17 Island; and,

18 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,  
19 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit  
20 corporation known as the Treasure Island Development Authority (the "Authority") to act as a  
21 single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and  
22 conversion of the Base for the public interest, convenience, welfare and common benefit of  
23 the inhabitants of the City and County of San Francisco; and,

24 WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended  
25 Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter

1 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) designated the Authority  
2 as a redevelopment agency under California redevelopment law with authority over the Base  
3 upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the  
4 Base which are subject to Tidelands Trust, vested in the Authority the authority to administer  
5 the public trust for commerce, navigation and fisheries as to such property; and,

6 WHEREAS, As a Redevelopment Agency the Authority has no indebtedness and  
7 conforms to California Community Redevelopment Law regarding the adoption of budgets  
8 pursuant to Section 33606; and,

9 WHEREAS, As provided under the Authority's Bylaws, the Executive Director and  
10 Finance Director have prepared a budget for the Authority for Fiscal Year 2005-2006, a copy  
11 of which is attached to this resolution as Exhibit A (the "FY 2005-2006 Budget Submittal");  
12 Now therefore be it

13 RESOLVED, that the Board of Directors of the Treasure Island Development Authority  
14 hereby adopts and approves the budget of the Treasure Island Development Authority for  
15 fiscal year 2005-2006, and hereby authorizes the Executive Director to submit the proposed  
16 budget to the Mayor of the City and County of San Francisco for further review and inclusion  
17 in the City's 2005-2006 Budget.

18  
19 **CERTIFICATE OF SECRETARY**  
20

21 I hereby certify that I am the duly elected and acting Secretary of the Treasure  
22 Island Development Authority, a California nonprofit public benefit corporation, and  
23 that the above Resolution was duly adopted and approved by the Board of Directors of  
24 the Authority at a properly noticed meeting on March 9, 2005.  
25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

---

Susan Po-Rufino, Secretary







## Attachment A

# TREASURE ISLAND DEVELOPMENT AUTHORITY

## FY 2005-06 BUDGET PROJECTIONS

**REVENUES**

	Monthly	Annual	Projection	Notes
210009 TI Administration			1,000	No change
210016 TI Special Events			510,000	Based on FY2004-05 actuals to date, actual FY2003-04 was \$475,451, reflects \$50,000 less than FY2004-05 budget
210017 YBI Special Events			5,000	No change
210018 TI Commercial				
Island Creative	18,540	222,480		
Kidango	630	7,560		
Rex Liu	500	6,000		
Shipshape	144	1,728		
TIHDI service	105	1,260		
Voice of Pentecost	17,372	208,464		
Wong	<u>2,060</u>	<u>24,720</u>		
Subtotal		472,212	475,000	Based on actual leases
210019 TI Film Permit			25,000	No change
210020 YBI Film/Cellsite			15,000	No change
210021 Marina				
TIE	7,775	93,300		
Westar	8,500	102,000		
TI Yacht Club	684	8,208		
Bertone	1,030	12,360		
SFCC	<u>3,914</u>	<u>46,968</u>		
Subtotal		262,836	262,000	No change
210022 TI Housing (before TIHDI payments)				
Base Rent	36,743	440,916		
Percentage Rent	503,689	6,044,268		
CAM	<u>26,580</u>	<u>318,960</u>		
Subtotal		6,804,144	6,800,000	In line with John Stewart Projections for FY2005-06
210023 YBI Housing (before TIHDI payments)				
Base Rent	5,010	60,120		
Percentage Rent	68,685	824,220		
CAM	<u>3,625</u>	<u>43,500</u>		
Subtotal		927,840	<u>925,000</u>	In line with John Stewart Projections for FY2005-06
REVENUE SUBTOTAL			9,018,000	
Interdepartmental Recovery (Fire Trng Lse)		1,800,000	<u>1,800,000</u>	
<b>TOTAL PROJECTED REVENUES</b>			<b><u>10,818,000</u></b>	









## Attachment B (Part 1)

Char	Obj	Subobject	Subobject Title	FY04-05 Orig	FY05-06 (w/cola)	Change
001	001	00101	MISC-REGULAR	850,642	932,222	81,580
013	013	01301	RETIRE CITY MISC	38,107	61,342	23,235
013	013	01371	RETIREMENT PICK UP	-	7,068	7,068
013	014	01401	SOCIAL SECURITY (OASDI)	45,119	49,819	4,700
013	014	01402	SOCIAL SECURITY - MEDICARE (HI ONLY)	12,334	13,519	1,185
013	015	01501	HEALTH SERVICE-CITY MATCH	39,404	46,682	7,278
013	015	01571	DEPENDENT COVERAGE-MISCELLANEOUS	23,293	27,652	4,359
013	016	01601	DENTAL COVERAGE	12,096	14,332	2,236
013	017	01701	UNEMPLOYMENT INSURANCE	1,872	2,049	177
013	019	01911	FLEXIBLE BENEFIT PACKAGE	14,442	15,036	594
013	019	01912	LONG TERM DISABILITY INSURANCE	2,201	2,487	286
021	021	02101	TRAVEL COSTS PAID TO EMPLOYEES	10,000	10,000	-
021	022	02201	TRAINING COSTS PAID TO EMPLOYEES	8,000	8,000	-
021	023	02302	LOCAL FIELD EXP	500	500	-
021	024	02401	MEMBERSHIP FEES	1,200	1,200	-
021	025	02501	PROMOTIONAL & ENTERTAINMENT EXPENSE	18,153	18,153	-
021	027	02700	PROFESSIONAL & SPECIALIZED SVCS-BUDGET	1,120,570	865,000	(255,570)
021	028	02801	SCAVENGER SERVICES	25,000	22,500	(2,500)
021	028	02802	JANITORIAL SERVICES	110,000	110,000	-
021	028	02805	GROUPS MAINTENANCE	800,000	720,000	(80,000)
021	028	02899	OTHER BLDG MAINT SVCS	1,000	1,000	-
021	029	02911	DPWP EQUIPMENT MAINT	1,000	1,000	-
021	031	03100	RENTS & LEASES-EQUIPMENT-BUDGET	15,000	27,000	12,000
021	035	03500	OTHER CURRENT EXPENSES - BUDGET	7,500	7,500	-
021	035	03599	OTHER CURRENT EXPENSES	1,040,000	800,000	(240,000)
021	051	05100	INSURANCE - BUDGET	65,000	50,000	(15,000)
021	052	05241	PAYMENTS TO OTHER GOVT	225,000	225,000	-
040	040	04000	MATERIALS & SUPPLIES-BUDGET	10,000	10,000	-
081	081	081C5	IS-TIS-SD SERVICES (AAO)	7,372	11,900	4,528
081	081	081CB	GF-MYR-INS & RISK REDUCTION (AAO)	5,000	5,000	-
081	081	081CT	GF-CITY ATTORNEY-LEGAL SERVICES (AAO)	450,000	400,000	(50,000)
081	081	081ED	GF-BUS & ECN DEV	150,000	150,000	-
081	081	081ET	GF-TIS-TELEPHONE (AAO)	33,981	23,300	(10,681)
081	081	081FD	GF-FIRE (AAO)	5,041,801	4,100,000	(941,801)
081	081	081H2	GF-HR-MGMT TRAINING (AAO)	1,500	1,500	-
081	081	081PA	IS-PURCH-CENTRAL SHOPS-AUTO MAINT (AAO)	3,000	3,000	-
081	081	081PF	IS-PURCH-CENTRAL SHOPS-FUEL STOCK (AAO)	2,000	2,000	-
081	081	081PR	IS-PURCH-REPRODUCTION (AAO)	5,224	5,224	-
081	081	081PS	GF-POLICE SECURITY (AAO)	765,000	765,000	-
081	081	081RE	GF-REAL ESTATE SERVICE (AAO)	35,000	-	(35,000)
081	081	081UH	PUC	-	300,000	300,000
081	081	081WB	SR-DPW-BUILDING REPAIR (AAO)	948,350	900,000	(48,350)
081	081	081WE	SR-DPW-ENGINEERING (AAO)	75,000	65,000	(10,000)
081	081	081WM	SR-DPW-CONSTRUCTION MGMT (AAO)	40,000	35,000	(5,000)
086	086	08699	INTERDEPARTMENTAL RECOVERY (Fire Dept)	(1,800,000)	(1,800,000)	-
				10,260,661	9,015,985	(1,244,676)
350	398	39899	OTHER CITY PROPERTY RENTALS	1,000	1,000	-
350	398	39899	OTHER CITY PROPERTY RENTALS	550,000	510,000	(40,000)
350	398	39899	OTHER CITY PROPERTY RENTALS	5,000	5,000	-
350	398	39899	OTHER CITY PROPERTY RENTALS	600,000	475,000	(125,000)
350	398	39899	OTHER CITY PROPERTY RENTALS	25,000	25,000	-
350	398	39899	OTHER CITY PROPERTY RENTALS	15,000	15,000	-
350	398	39899	OTHER CITY PROPERTY RENTALS	262,000	262,000	-
350	398	39899	OTHER CITY PROPERTY RENTALS	7,105,000	6,800,000	(305,000)
350	398	39899	OTHER CITY PROPERTY RENTALS	775,000	925,000	150,000
				9,338,000	9,018,000	

## Attachment B (Part 2)

Object	Class/Eqt	Job Class Title	PosInd	RetInd	FY04-05 OrigCt	FY04-05 OrigAmt	FY05-06 Total BaseCT	FY05-06 Amt (w/cola)
001	0922	MANAGER I	A	C	3.00	274,499	3.00	278,805
001	0931	MANAGER III	A	C	1.00	105,929	1.00	107,591
001	0933	MANAGER V	A	C	1.00	122,648	1.00	124,572
001	0943	MANAGER VIII	A	C	1.00	159,998	1.00	162,508
001	1363	SPECIAL ASSISTANT IV.....	A	C	2.00	94,221	2.00	95,729
001	1366	SPECIAL ASSISTANT VII.....	A	C	1.00	58,360	1.00	59,294
001	1367	SPECIAL ASSISTANT VIII.....	A	C	1.00	62,823	1.00	63,828
001	1369	SPECIAL ASSISTANT X.....	A	C	1.00	73,080	1.00	74,249
001	9993M	ATTRITION SAVINGS - MISCELLANEOUS.....	A	Z	(0.97)	(81,680)	(0.96)	(34,354)
001	STPEM	STEP ADJUSTMENTS, MISCELLANEOUS.....	A	Z	-	(19,236)	-	-
						850,642		932,222





## **"The Sharing Agreement"**

### **Background**

In 1999, TIHDI was approached by the Treasure Island Development Authority (TIDA) to ask if they could "borrow" some of the units allocated to TIHDI under the federally-mandated Legally Binding Agreement (LBA). Under the LBA, TIHDI was potentially to get 375 units out of a total 1,000. Of the 375, the City had the ability to exercise first use of 41 YBI units for five years.

Due to base redevelopment and Tidelands Trust issues, TIHDI could only get a maximum of a 15 year sublease with the City for housing. This lease term dramatically reduced the options for capital financing of the TIHDI units.

Meanwhile, due to environmental issues, TIDA was unable to access about 150 of the units designated for market rate housing. Within the context of developing a diverse socio economically integrated neighborhood, limited capital financing and the LBA provisions, TIHDI developed a "Sharing Agreement" with TIDA, allowing them to "borrow" units for the market rate housing.

The Sharing Agreement provides a revenue share to TIHDI of the income received by the 112 shared units and after 5 years, provides a revenue share of 41 YBI units. In addition, after the market rate lease with TIDA is over (7 or 8 years) the 112 units are to be "turned over" to TIHDI in habitable/move in condition.

### **Revenue Sharing**

TIHDI receives a proportionate share of revenue received by TIDA for the rent of the borrowed units. There are three streams of revenue to be received:

- 1) Deferred Share: Revenue received by TIDA in first 3 years.
- 2) Current Share: Revenue received in current year up to 7 or 8 years of lease with market rate property management firm
- 3) 41 YBI: Revenue received by City in years 6 and after, up to 7 or 8 lease year.

Payments to TIHDI were to begin in the beginning of lease year 4.









Attachment D

City and County of San Francisco  
Budget Year 2005-2006  
Detail of Proposed Performance Measures

Dept: Treasure Island Development Authority  
Program: Index Code 210016 Treasure Island Special Events & 210017 Yerba Buena Special Events  
Goal: Earn \$510,000 (net) from short term facility rentals on Treasure Island and \$5,000 (net) Yerba Buena Island  
Measure: Outcome – Earn \$515,000 from short-term facility rentals by June 2006

Definition of Measure: Earn \$510,000 (net) from short term facility rentals on Treasure Island and \$5,000 (net) Yerba Buena Island

Data Collection Method and Location of Documentation: Revenues recorded in FAMIS

Explanation of FY 2004-05 Projection: \$555,000 (net) was budgeted in FY2004-05 from short term facility rentals on Treasure Island and Yerba Buena Island. It is projected that approximately \$490,000 will be collected in FY2004-05 reflecting \$65,000 less than budgeted. Approximately \$482,000 was collected in FY2003-04.

Explanation of FY 2005-06 Target: Treasure Island is required to be self-supporting and make Treasure Island available to public. We project short-term rental of various facilities of \$515,000 to provide to fund TIDA's activities.

Controller's Comments:

Department's Comments:

City and County of San Francisco  
Budget Year 2005-2006  
Detail of Proposed Performance Measures

Dept: Treasure Island Development Authority  
Program: Index Code 210018 Treasure Island Commercial Rentals  
Goal: Earn \$475,000 (net) from long term facility rentals on Treasure Island and Yerba Buena Islands  
Measure: Outcome – Earn \$475,000 from long term facility rentals by June 2006

Definition of Measure: Earn \$475,000 (net) from facility rentals on Treasure Island and Yerba Buena Islands

Data Collection Method and Location of Documentation: Based on actual leases

Explanation of FY 2004-05 Projection: \$600,000 was budgeted in FY2004-05 from facility rentals, which included \$180,000 projected from CalTrans that didn't transpire. It is projected that approximately \$536,000 will be collected in FY2004-05.

Explanation of FY 2005-06 Target: Treasure Island is required to be self-supporting and make Treasure Island available to public. Long-term rental of various facilities is counted on to provide \$475,000 to fund TIDA's activities.

Controller's Comments:

Department's Comments:

City and County of San Francisco  
Budget Year 2005-2006  
Detail of Proposed Performance Measures

Dept: Treasure Island Development Authority  
Program: Index Code 210019 and 210020 Treasure Island and Yerba Buena Island Film and Cellsite Permits  
Goal: Earn \$40,000 (net) from film permits and cellsite leases on Treasure Island and Yerba Buena Islands  
Measure: Outcome – Earn \$40,000 from film permits and cellsite leases by June 2006

Definition of Measure: Earn \$40,000 from film permits and cellsite leases on Treasure Island and Yerba Buena Islands

Data Collection Method and Location of Documentation: Revenues recorded in FAMIS

Explanation of FY 2004-05 Projection: \$40,000 was budgeted in FY2004-05 from film permits and cell site leases on Treasure Island and Yerba Buena Islands. It is projected that approximately \$31,000 will be collected in FY2004-05.

Explanation of FY 2005-06 Target: Treasure Island is required to be self-supporting and make Treasure Island available to public. Film permits and cellsite leases are counted on to provide \$40,000 to fund TIDA's activities

Controller's Comments:

Department's Comments:

City and County of San Francisco  
Budget Year 2005-2006  
Detail of Proposed Performance Measures

Dept: Treasure Island Development Authority  
Program: Index Code 210022 Treasure Island Housing 210023 Yerba Buena Housing  
Goal: Earn \$7.725 million from lease of housing on Treasure Island and Yerba Buena Islands  
Measure: Outcome – Earn \$7.725 million from lease of housing on Treasure Island and Yerba Buena Islands by June 2006

Definition of Measure Earn \$7.725 million from lease of housing on Treasure Island and Yerba Buena Islands

Data Collection Method and Location of Documentation: Revenues recorded in FAMIS and projections and actuals from John Stewart & Company, who manages the residential housing on Treasure Island and Yerba Buena Island.

Explanation of FY 2004-05 Projection: \$7.88 million was budgeted in FY2004-05. It is projected that approximately \$7,680,000 will be collected in FY2004-05.

Explanation of FY 2005-06 Target: Treasure Island is required to be self-supporting and make Treasure Island available to public. Housing leases are counted on to provide \$7.725 million to fund TIDA's activities

Controller's Comments:

Department's Comments:

City and County of San Francisco  
Budget Year 2005-2006  
Detail of Proposed Performance Measures

Dept: Treasure Island Development Authority  
Program: Index Code 210021 Treasure Island Marina Rental  
Goal: Earn \$262,000 from Treasure Island Marina Rentals  
Measure: Outcome – Earn \$262,000 from Treasure Island Marina Rentals by June 2006

Definition of Measure: Earn \$262,000 from Treasure Island Marina Rentals

Data Collection Method and Location of Documentation: Revenues based on actual leases

Explanation of FY 2004-05 Projection: \$262,000 was budgeted for Treasure Island Marina Rentals

Explanation of FY 2005-06 Target: Treasure Island is required to be self-supporting and make Treasure Island available to public. Marina Rentals are counted on to provide \$262,000 to fund TIDA's activities.

Controller's Comments:

Department's Comments:









**MOU Between the Treasure Island Development Authority and  
The San Francisco Film Commission Regarding the Lease of TIDA Facilities for  
Film and Video Production**

The Treasure Island Development Authority (TIDA) is a non-profit, public benefit corporation dedicated to the economic redevelopment and civilian re-use of former Naval Station Treasure Island. The Treasure Island Conversion Act of 1997 granted in trust to and vested in TIDA all of the State of California's right, title and interest in tidelands trust property, subject to certain duties and responsibilities of the California State Lands Commission, and allowed the City's Board of Supervisors to designate TIDA as a redevelopment agency with all the rights, powers, and duties of a redevelopment agency under the California Community Redevelopment Law. On January 26, 1998, the Board of Supervisors adopted resolution number 43-98 designating TIDA as a redevelopment agency and local reuse authority for the conversion of Naval Station Treasure Island. TIDA also performs and administers vital municipal services for the residential and daytime populations during the interim reuse of the former military base, working in concert with community partners such as the Treasure Island Homeless Development Initiative and the John Stewart Company.

The San Francisco Film Commission markets and promotes San Francisco as a filming destination to the film industry. Outreach is done through industry trade shows, placing advertisements in film trade magazines, sales calls to New York and Los Angeles, and by providing expertise and knowledge to productions while filming takes place. The office also functions as a clearing house, both locally and nationally, for the industry where questions and requests are handled.

Both the Film Commission and the Treasure Island Development Authority acknowledge that TIDA leases land facilities from the U. S. Navy under a number of Master Leases and that pursuant to such Master Leases and other agreements with the Navy as well as the state and City enabling legislation referred to above, TIDA is responsible for management of all Treasure Island facilities that are available for film production activities and that those facilities are subject to the tidelands trust.

As the authority responsible for all facilities on Treasure Island, TIDA must be the entity that enters into any and all subleases directly with individuals and companies that enter onto and/or use facilities subject to the jurisdiction of TIDA. The terms and conditions of all subleases for any Treasure Island facilities shall be negotiated by TIDA directly with such individuals or companies subject to the approval of the TIDA in its sole and absolute discretion. All subleases shall be in substantially the form of TIDA's standard form of sublease, a copy of which is attached as Exhibit A.

TIDA can offer, subject to availability, the following facilities at market rates determined by TIDA:

**Facilities:**

Building 180  
Building 2  
Building 3  
The Nimitz Conference Center

Building 180 is currently leased through July 31, 2005. Building 2 is currently lease long-term. Building Three is in negotiation for long-term lease, and the Nimitz Conference Center is leased through July 31, 2005.

If a film production company is interested in leasing one of the above facilities, the following steps will expedite the transaction:

1. Upon referral from the Film Commission, or direct solicitation by a production company, TIDA will negotiate the terms of the proposed lease.
2. Communications regarding the terms of the proposed lease will be solely by and through TIDA.
3. Concurrent with these negotiations, the production company will provide audited financial statements and any other relevant financial documentation, proof of insurance and articles of incorporation or other establishing documents.
4. Upon completion of negotiations, the production company will provide a security deposit equal to two months rent on the desired facilities.
5. Upon receipt of the required documentation and security deposit, TIDA staff will present the proposed lease to the TIDA Board of Directors for approval.
6. Subject to TIDA board approval, TIDA staff will execute the lease and provide access to the rented facilities.







## Notes





## Notes







TREASURE ISLAND DEVELOPMENT AUTHORITY  
410 AVENUE OF THE PALMS,  
BLDG. ONE, 2<sup>ND</sup> FLOOR, TREASURE ISLAND  
SAN FRANCISCO, CA 94130  
(415) 274-0860 FAX (415) 274-0299  
WWW.SFGOV.ORG/TREASUREISLAND

DRAFT Minutes of Meeting  
Treasure Island Development Authority  
March 9, 2005

DOCUMENTS DEPT.

APR 11 2005

City Hall, Room 400  
1 Carlton B. Goodlett Place  
San Francisco, CA

SAN FRANCISCO  
PUBLIC LIBRARY

1. **Call to Order:** 1:38 PM

**Roll Call**      Present:      Claudine Cheng (Chair)  
   Susan Po-Rufino (Vice-Chair)  
   Jesse Blout  
   Jared Blumenfeld  
   John Elberling  
   Matthew Franklin

Excused:      Marcia Rosen  
                         Supervisor Chris Daly

Supervisor Blumenfeld requested that Agenda Items 10, 11 and 12 be moved and be heard after Agenda Item 4.

2. **Executive Director's Report by TIDA Deputy Director Frank Gallagher.**

Mr. Gallagher stated that Executive Director Hall is attending the California Redevelopment Agency Conference in Southern California. Treasure Island hosting the UCSF Foundation's annual Cancer Research Center benefit later this evening at Building 1. Recently renovated ShipShape Community Center had its re-opening celebration last Saturday. Finally, a herd of goats will be working on Yerba Buena Island clearing weeds and underbrush which presented a fire hazard on the Island, goats will be working for four days.

3. **Response to Previous Requests for Information by Directors provided by Deputy Director Frank Gallagher**

There was no discussion of the information provided

#### **4. Report by Mayor's Office of Base Reuse and Development provided by Mr. Michael Cohen.**

Mr. Cohen stated that in relation to negotiations with the Navy, an important test case of the Navy's recent movement towards public sale as a preferred means of disposing of property, the auction of El Toro Air Base, occurred with Lennar Communities the winning bidder at approximately \$650 million for the facility. Good news is profits from this sale will go to environmental remediation efforts. Bad news is public sale is not a viable option for Treasure Island and the success of this sale may entrench the Navy in its view that public sale is a preferred disposition strategy. Presentation from CH2M Hill that will be given later in this agenda was made to Navy staff earlier in the month and was well received, though staff is still waiting to hear the formal response.

Mr. Cohen provided to the Board an updated forward term sheet schedule as well as an updated master project schedule. Stated staff is looking at late April or early May for the Programmatic Environmental Impact Review to be certified.

Director Blumenfeld asked for clarification on how the term sheet components get converted to a Disposition and Development Agreement.

Mr. Cohen stated that the key term sheet elements are being brought before the Board for discussion. Staff hopes that by mid summer the key elements of the term sheet will be worked through. The term sheet will be provided to the Board for endorsement as well as provided to the Board of Supervisors. This is an opportunity for the policy bodies to comment on the direction the project planning is headed. After these endorsements, further environmental review continues based on the land use plan as well as drafting the legal documents which make up the final DDA. Stated DDA can be entered into as legally binding before the land is transferred from the Navy.

Director Cheng stated that recent correspondence to the Board opined that the Reuse Plan is "obsolete", asked Mr. Cohen for comment

Mr. Cohen stated the 1996 Reuse Plan is the general plan for Treasure Island and is far from obsolete; all of the work done to date has been based on the Reuse Plan. The Reuse Plan will need to be replaced with transaction documents and planning documents, but the Reuse Plan is far from obsolete, it sets all principles embedded in the RFP and RFQ.

#### **10. Discussion of Draft Infrastructure Plan**

Mr. Jack Sylvan, Mayor's Office of Base Reuse and Development, stated that Treasure Island Community Development and Korve Engineering presented the draft infrastructure plan to the Board in January. This is one aspect of the term sheet package. Comments and correspondence received on this plan raise valuable issues and provide comments that allow for developing forward thinking and efficient infrastructure plan. Some comments did ask for more specificity in the plan than the process has developed to date. Stated representatives from TICD and Korve Engineering are available to respond to questions from the Board.

Director Po-Rufino asked staff to prepare a summary of the issues raised by communications received concerning the infrastructure plan.

Mr. Sylvan stated that staff could provide those for the Board as part of the next iteration of the infrastructure plan.

### *Public Comment*

Ms. Ruth Gravois stated she is pleased to see a relatively innovative storm water treatment program has been made a part of the utility system for the Island. Stated the Board should look at the possibility of wetlands for sewage treatment to put into practice innovative treatment methods and provide public education opportunities. Happy that the plan assumes that sewage treatment will happen on-Island, asked about status of Memorandum of Understanding with East Bay MUD. Provided to the Board examples of innovative sewage treatment plants used in Washington State and stated she hoped these options would be pursued. Asked the Board to look at the handout from Walk San Francisco and work to make Treasure and Yerba Buena Islands truly walkable.

Ms. Eve Bach, ARC Ecology, stated her comments are also in writing. Stated she would like clarification on the iterative processes discussed by staff. Questioned how, as each plan comes forward, what the analysis will be for revision of previous drafts of the plans. Stated that, for example, the infrastructure plan does not make reference of how the land use plan can be revised, it seems to her that the various plans are all designed to fit the current land use plan. Pointed out that aspects of the existing Reuse Plan are not addressed in the proposed land use plan, such as retention of the existing housing and creation of a theme park.

Ms. Katherine Howard, Chair of the SPUR Sustainable Development Committee, submitted a letter from the Committee commenting on the infrastructure plan. Stated the subcommittee hopes the project will be a model. Recommended that all aspects of the infrastructure be designed to meet the goals of the City's sustainability plan and meet, at a minimum, LEED silver standard. Hopes Treasure Island is developed as a special place with a unique identity. Hopes that sustainability will be the prime principle that the development is based around.

Mr. John Behana addressed the Board on distributed energy. Distributed energy is based on a network as opposed to a grid. Distributed energy integrates various methods of energy production such as fuel cells, micro-turbines and other methods. Suggested that the Board consider the coming energy crunch and look at this technology seriously for future development.

### **11. Presentation of Draft Sustainability Plan**

Mr. Sylvan stated that staff has worked with staff from the Department of the Environment and the developer in developing this plan.

Mr. David Assmann, San Francisco Department of the Environment, stated that various sections of the Department of the Environment have worked on this plan, which is based on Leadership in Energy and Environmental Design (LEED) standards. Looked at horizontal and vertical development areas as well as being a pilot project helping to develop LEED standards for residential projects. Noted that many comments on the infrastructure plan also relate to the sustainability plan.

Mr. Mark Palmer, Municipal green building coordinator for the Department of the Environment, stated that green building cuts across all different areas of environmental sustainability. Stated that environmental impacts of conventional buildings are huge, with 65% of total energy

consumption in the United States attributed to office buildings. Social equity, economic and environmental benefits can all be attributed to green building. Without a healthy environment there cannot be a prosperous economy. Perception is that green building is very expensive and this is flat out wrong. The key is the integrated design process and starting early in that process. LEED green building rating system is becoming popular throughout the country. Rating based on 5 main categories: sites, water, energy, materials and indoor environmental quality with a sixth category for innovation. Four certifications levels range from LEED certified up to LEED platinum. San Francisco adopted LEED silver as a standard in September 2004. All new municipal projects over 5,000 square feet in floor area are required to be at least LEED silver certified.

Mr. Palmer reviewed requirements and goals for sustainable sites and hydrology, open space and landscaping and circulation & transportation. Also reviewed land use including horizontal development issues such as diversion of construction and demolition waste, streets and utilities, landscaping, shape and orientation of buildings, vertical development issues including new commercial buildings with a minimum of LEED silver with a goal of LEED gold and new residential buildings with an equivalent of LEED gold. Also stated goals of minimization of energy consumption and on-site power generation, solid waste diversion goal of 75% by 2010, and incorporating pest prevention as part of building design and maintenance. Discussed the pilot project application the developer has agreed upon for LEED-Neighborhood Development standards. Stated that this will allow for technical assistance from experts around the country as well as the opportunity to influence the rating system and standards.

Director Cheng asked if there is a particular legal or technical definition when sustainability is discussed.

Mr. Palmer stated there is not a real legal definition of that term. A definition that everyone agrees upon could be included in the sustainability plan. This is part of why LEED standards are used because it gives them a metric for sustainability.

Director Blout asked if a study has been done as to the amount of waste anticipated to be generated by this density of development and if there is enough capacity to handle the sewage aspects through a wetlands system.

Mr. Palmer stated that is an excellent suggestion but staff has not reached that level of specificity yet.

Director Franklin joined the Board at 2:40 PM

#### *Public Comment*

Ms. Ruth Gravanis stated she is pleased to see that the draft sustainability plan was posted on TIDA's website as early as it was. Stated that many places are already ahead of the Treasure Island project, and if this project settles for LEED Silver then it will not be a model. This is an opportunity to start from scratch in a number of areas. Encouraged the project to strive for platinum and if that is not feasible in certain aspects then settle for gold. Encouraged the Board to seriously look at making the Island as car-free as possible



Mr. Emory Cohen stated that figures from the PUC, including drinking water volume and electricity kilowatt hours, are needed to complete this sustainability document.

Ms. Eve Bach stated that she wanted to follow up on Director Blout's comment regarding density of development. Asked if whether 2,800 units are enough to have a sustainable, fiscally feasible project. Asked if it is enough units to spread the cost of fire, police and infrastructure around. This number of units, which comes from the Reuse Plan, was determined at a time when a no-cost EDC was anticipated and the amount of residential units was limited to meet federal criteria. Another constraint on the number of residential units is traffic, but a project that replaces most automobile trips with public transportation, walking and bicycling allows for more units.

## **12. Presentation of Environmental Cleanup Costs Presented by CH2M Hill**

Mr. Cohen stated that this presentation is similar to one given to the U.S. Navy recently. Stated there are three numbers the Board should focus on, the Navy's Finding of Suitability to Transfer clean up cost, the Environmental Services Cooperative Agreement cost, and the cost for TIDA to implement the development plan. CH2M Hill has been asked to identify the cost to FOST, the ESCA cost, as well as costs for remedial work such as asbestos and lead removal. The resulting difference between the cost to the Navy and the cost to TIDA becomes a development cost.

Mr. Jim Kovalchik, of CH2M Hill, presented the different cost estimates prepared. The cost for remediation to TIDA is broken into 2 areas, the amount of the ESCA and the amount of the additional work to be done. Key components of the Navy's cost are the cost for remediation and regulatory closure, the cost to administer the remediation program, and the estimated growth of the cost estimate. Key issue for cost of remediation is costs under the hardscape. Hardscape means areas such roads, sidewalks and parking lots. DTSC does not believe that such hardscapes provide a satisfactory safety measure and the Navy maintains that they do. This is a fundamental difference in some of the estimates. The estimated costs for work still to be done at the site is estimated at \$31 million. The estimated costs for administration of the remaining clean-up program by the Navy is approximately \$8.3 million. The last cost is expected growth of the Navy's estimates and this cost estimate is based on historical performance data, the average growth amount based on this data was approximately 45%. Given the stage of the cleanup and the track record on Treasure Island and nation-wide, growth of the Navy's cost estimate is conservatively estimated at 25%.

Director Blout asked if the reason for lower projected incremental cost growth is because there is better characterization of the site.

Mr. Kovalchik stated this is correct. Causes for cost growth include inflation, changes in regulatory requirements and changes in scope of work. The sense is because there is so much work already completed at the site the potential for these happening is less in the future than in the past.

Director Franklin asked if the Navy's initial estimate was assessed as an accurate figure.

Mr. Kovalchik stated that the Navy's estimate has been thoroughly analyzed and is thought to be about 10% lower than what CH2M Hill estimated independently. Continued that for TIDA's costs, the scope of work projected by the Navy is about the same as what CH2M Hill estimates

will be needed to finish remediation, with the exception of work needed under the hardscapes. There is an additional expense for continued groundwater treatment and monitoring for an additional 20 years. Second element is the unfinished activities account, which addresses elements of work not finished that the Navy should finish even in the event of early transfer. This account provides for funds to finish work that the Navy was supposed to but didn't. The third element is insurance, which includes cost overrun insurance, long term monitoring costs insurance and an environmental liability policy. Environmental liability policies cover third party claims, unexpected materials being found on the site and any future changes in regulatory requirements. The last expense is administrative costs for TIDA to manage and administer the project, administer the grant from the Navy, manage the contractors, manage agreements with the regulators and manage tenants. Also factored in are additional costs over and above doing the cleanup, such as asbestos and lead-based paint abatement and residual remediation. Additional insurance to cover this type of work and additional money to pay the regulators to do the oversight of this work comes to a cost estimate of approximately \$29 million.

Mr. Cohen stated that these numbers for a closed military base are relatively low. Also stated that staff is very close on the assumptions with the Navy, with the exception of the hardscape question, and this is a positive factor. Stated that the RFQ which selected CH2M Hill stated the Authority wanted a guaranteed fixed price contract with insurance above it for a scope of work. There are other things that will have to be dealt with as development costs, but for the scope of work that the Navy should be reasonably expected to do, CH2M Hill could do it for \$51.8 million. Staff needs to make the case to the Navy that this is a good business deal. The Navy has a policy that they do not feel that they should pay for insurance. Thus the importance of cost growth is it is a surrogate for a contingency. The advantage of early transfer is there will be a guaranteed fixed price contract, and the insurance bought is insurance against cost growth. The preliminary indication is that staff believes the Navy believes TIDA's numbers are fairly close.

Director Blout asked if early transfer also presumes that the clean-up work would be done more quickly by TIDA

Mr. Cohen stated the biggest advantage of early transfer, if it works financially, is to take control of the project both from the Navy and from the Federal appropriations process.

Director Blout asked if the unfinished activities account is similar to the account set up for the long term monitoring concept.

Mr. Kovalchik stated this method has worked at different locations successfully. For any work being done on a parcel of land not transferred to TIDA, CH2M Hill would perform the work as if they were a regular Navy Contractor.

Director Blout asked for Mr. Kovalchik's thoughts on the current state of the insurance markets.

Mr. Kovalchik stated there are fewer players than there have been before. AIG is still prominent and several carriers have dropped out. Also the duration for getting insurance is shortened. Insurers are getting much more sensitive to long term policies.

Director Cheng asked how staff projected upcoming negotiations with the Navy

Mr. Cohen stated it is very positive that TIDA and the Navy are close in understanding of costs of cleanup. However getting the Navy to agree to spend \$50 million up front instead of \$5 million a year for 10 years will be a challenge tied into the larger issue of method of transfer.

Cleanup is not a major constraint on the Treasure Island site compared to other locations such as the Hunters Point Shipyard.

There was no public comment on this item

#### **5. Communications**

Communications were received from TIDA Executive Director Tony Hall, TI/YBI Community Workshop, Sierra Club, Sierra Club San Francisco Group, ARC Ecology, S.P.U.R., Alliance for a Clean Waterfront, Walk San Francisco, San Francisco Tomorrow, the TI/YBI Citizens Advisory Board, the San Francisco Film Commission and Mr. John Behana.

#### **6. Citizen Advisory Board Report provided by CAB Chair Karen Knowles-Pearce**

Ms. Knowles-Pearce stated the CAB was presented with the same sustainability plan presentation as the Board just received. CAB also passed a bylaw amendment which is included in the Board's consent agenda.

#### **7. Ongoing Business by Directors**

There was no ongoing business discussed by Directors

#### **8. General Public Comment**

There was no General Public Comment

#### **9. Consent Agenda**

There was no public comment on the Consent Agenda

Director Cheng motioned for approval of all items on the consent agenda

Director Po-Rufino seconded the motion

All items on the Consent Agenda were approved unanimously

#### **13. Presentation and approval of FY2005-2006 TIDA Budget**

Mr. John Farrell, TIDA Finance Director, stated that in FY 2005-2006 expenditures will not exceed revenues and reductions of approximately \$1.7 million have been made accordingly. Projected revenues are \$9,018,000 based solely on what is already accounted for the year, and projected expenditures have been reduced by approximately \$1.24 million to balance with projected revenues, this includes \$400,000 that was added back for the generators not included in last years budget as well as for COLA increases.

Director Blout stated that it would be helpful if future submittals were in more of a top-level summary by category form.

Director Blout asked if all professional services amounts on the budget were related to the transaction with the Navy and furtherance of development

Mr. Farrell stated that outside of the TIHDI amount this was correct

Director Blout stated the Board has the opportunity to look at the fact that TIDA does spend money out of the budget on consultants working in furtherance of development and conveyance from the Navy and that these consultants could be paid for by the developer and reimbursed through the deal. Stated this is a significant policy question as these dollars have a rate of return that may be different than what is expected.

Mr. Sylvan stated that in many large public-private redevelopment projects the public agency is essentially reimbursed by the developer for pre-development expenses. Because TIDA has had a revenue source TIDA has been able to fund its own development costs. The ENA allows TIDA to ask TICD to pay for \$1.8 million in pre-development expenses.

Director Elberling stated the rate of return the developer would want on risk capital is close to 15 to 25 %. Borrowing from the developer is a very expensive proposition, doesn't think it would make sense unless it was a last resort. Stated the Decision of how much of earned revenues go to the Fire Department and such is called in the Mayor's Budget Office every year. Stated the Board can stake out a position on these issues but his experience is the decisions are made on another level.

Director Blumenfeld stated that Board has two duties, to existing residents on TI and to make sure everything is in place to take Island over from the Navy.

Director Elberling stated that opening up the budget gives the Board to advance priorities that are needed for Island residents, such as increased MUNI service

Director Franklin asked if there were clear protocols and procedures for access to professional service funds by the Mayor's Office of Base Reuse

Mr. Farrell stated that there are sufficient funds for all these contracts

Mr. Gallagher stated there is an integrated relationship which assures the money will be available when needed

Director Blout asked for clarification on "Travel Costs" and "Promotional/Entertainment Expenses"

Mr. Farrell stated travel costs and training was carried over from last year based on historical averages and covers conferences and employee training and travel.

Director Cheng asked for a motion to continue and for Directors to provide to staff a list of questions they may have concerning different aspects of the budget to prepare for further discussion at next month's meeting.

Director Blout requested a breakdown of the staffing exhibit with a brief description of the staff positions.

Director Blumenfeld requested further detail with the call-outs on the various line items. Stated the Board needs to make sure the services provided accurately reflect the amount of residents on the Islands and their needs.

Director Blout stated he believes that TIDA has an obligation to pay its fair share in representative City services. Stated it would be helpful to see what kind of tax revenues are flowing in compared to what is going out and what it typical for a development of this density.

Director Elberling stated he is interested in seeing a reduction in fire charges and a corresponding increase in MUNI service.

Director Franklin stated that this has been a very helpful discussion for him and suggested continuing the item until next month for further discussion.

#### Public Comment

Mr. Adrian Harper, Community Relations Director for TIHDI, stated that TIHDI enjoys working with TIDA and is appreciative of the funding provided to TIHDI. Stated they are still about \$70,000 short in order to provide additional services for the Boys and Girls Club and the gymnasium, which has become successful. TIHDI would like to expand programs but the gym staff is not sufficient for the planned expansions.

Ms. Patricia Murio, Boys and Girls Club of San Francisco, thanked the Board for their support of children and youth on Treasure Island. Stated the services and programs being offered are something the Board should be proud of. Provided a brief overview of the Boys and Girls Club programming in general. Stated that any shortfall would seriously affect programs for children.

Mr. Jose Moran, clubhouse director for the Treasure Island Boys and Girls Club clubhouse, stated they are currently serving up to 244 children on the Island and the majority of the families are low income as well as transitional housing. Provide programs in sports, fitness and recreation as well as an educational component. Parents appreciate the fact that the Club is there for the kids after school hours and in the evenings.

Director Elberling asked where the clubhouse is located. Also asked if there are statistics available for users of the gymnasium.

Mr. Moran stated the clubhouse is currently housed on the school grounds

Mr. Carlos Garcia, Catholic Charities, stated that there is a membership in the gym of about 500 people, this includes both TIHDI and market-rate residents.

Director Blout motioned for continuation of this item to the April meeting

Director Blumenfeld seconded the motion

The item was continued to the next meeting unanimously

Director Blumenfeld left the Board at 4:10 PM

#### **14. Discussion of Proposed Memorandum of Understanding with the San Francisco Film Commission**

Director Cheng stated that she has had a discussion with Don Canady, President of the Film Commission, and she suggested that staff work on a set of internal procedures for use of film production space that would be acceptable to every tenant, instead of simply an MOU with the

Film Commission. Suggested that internal procedures for these leased spaces be cleaned up. Mr. Canady's recent letter to the Board was simply an official response in writing to the draft MOU that was forwarded to the Film Commission.

Director Franklin stated that a set of procedures is a good suggestion, but there may be a need for both a set of procedures and an MOU. If the Film Commission is a partner TIDA expects to do a lot of business with then an MOU may be in order in addition to a set of procedures.

Director Blout stated that what is missing is whether there should be more than procedures or an MOU which would represent a staff level collaboration on this issue.

Deputy Director Gallagher stated that TIDA staff is dedicated to revitalizing the film industry in San Francisco. Stated it is worth noting that TIDA staff has reached out to the Film Commission on numerous occasions for exactly this purpose and the recent letter is the very first reply that TIDA has had from the Film Commission. TIDA staff needs to hear what the Film Commission wants.

Deputy City Attorney Choy stated that for the record TIDA has a set of rules and procedures for lease of real property, including a specific call-out for film productions.

There was no public comment on this item

#### **15. & 16. Possible Closed Session Item**

Deputy Director Gallagher stated the closed session was calendared as a possibility but is not necessary.

#### **17. Ongoing business by Directors**

There was no ongoing business discussed by Directors

#### **18. Adjourn**

Director Elberling motioned for adjournment

Director Franklin seconded the motion

The meeting was adjourned at 4:25 PM



TREASURE ISLAND DEVELOPMENT AUTHORITY  
410 AVENUE OF THE PALMS,  
BLDG. ONE, 2<sup>ND</sup> FLOOR, TREASURE ISLAND  
SAN FRANCISCO, CA 94130  
(415) 274-0660 FAX (415) 274-0299  
WWW.SFGOV.ORG/TREASUREISLAND

**TREASURE ISLAND DEVELOPMENT AUTHORITY  
MEETING AGENDA**  
April 13, 2005 1:30 P.M.

Room 400, City Hall  
1 Dr. Carlton B. Goodlett Place

Gavin Newsom, Mayor

**DIRECTORS**

Claudine Cheng, Chair  
Susan Po-Rufino, Vice-Chair  
Jesse Blout  
Jared Blumenfeld

John Elberling  
Matthew Franklin  
Marcia Rosen  
Supervisor Chris Daly (*ex-officio*)

Tony Hall, Executive Director  
Peter Summerville, Commission Secretary

**ORDER OF BUSINESS**

1. Call to Order and Roll Call
2. Report by the Executive Director (*Discussion Item*)
  - Public use, events and activities on Treasure Island
  - Commercial leasing
  - Bay Bridge/Caltrans/State issues
  - Treasure Island community news and issues
  - Legislative issues
  - Financial/Budget
  - Status of negotiations with U.S. Navy
  - Status of master development planning process
  - Requests for information by Directors
3. Report by Mayor's Office of Base Reuse and Development (*Discussion Item*)

DOCUMENTS DEPT.

APR 11 2005

SAN FRANCISCO  
PUBLIC LIBRARY

04-11-05A09.90 RLYC

4. Communications (*Discussion Item*)
  5. Report by the Treasure Island/Yerba Buena Island Citizen's Advisory Board (*Discussion Item*)
  6. Ongoing Business by Directors (*Discussion Item*)
  7. General Public Comment (*Discussion Item*) \*\*\*In addition to General Public Comment (Item #7), Public Comment will be held during each item on the agenda.\*\*\*
- 

#### 8. **CONSENT AGENDA**

*All matters listed hereunder constitute a Consent Agenda, are considered to be routine by the Treasure Island Development Authority Board and will be acted upon by a single vote of the Authority Board. There will be no separate discussion of these items unless a member of the Authority Board so requests, in which event the matter shall be removed from the Consent Agenda and considered as a separate item.*

- a.) Approval of Minutes of February 9, 2005 Meeting (*Action Item*)
  - b.) Authorizing the Executive Director to Retroactively Execute a Use Permit with Cross Link Inc., dba Westar Marine Services, for the Use of Barges YC-699, YC-713, YC-756, and YC-825, for the Period March 1, 2005 through July 31, 2005 (*Action Item*)
  - c.) Authorizing the Executive Director to Enter Into a Twelve Month Sublease with San Francisco Golden Gate Youth Rugby for Use of a Portion of Building 34 and the Adjacent Field (*Action Item*)
- 

9. Discussion of Draft Sustainability Plan (*Discussion Item*)
10. Approving the Budget of the Treasure Island Development Authority for Fiscal Year 2005-2006, and Authorizing the Executive Director to Submit the Proposed Budget to the Mayor of the City and County of San Francisco for Further Review and Inclusion in the City's FY2005-2006 Budget (*Action Item*)
11. Discussion and review of the 2005 financial audit of the Treasure Island Development Authority performed by Harvey M. Rose Accountancy Corporation (*Discussion Item*)
12. Discussion of Future Agenda Items by Directors (*Discussion Item*)
13. Adjourn



*Relevant documents such as resolutions, staff summaries, leases, subleases are available at the Treasure Island Development Authority Office, 410 Avenue of the Palms, Building 1, Treasure Island, and the Government Information Center at the Main Library, 100 Larkin Street. Public comment is taken on each item on the agenda.*

### **Disability Access**

The Treasure Island Development Authority holds its regular meetings at San Francisco City Hall. City Hall is accessible to persons using wheelchairs and others with disabilities. Assistive listening devices are available upon request. Agendas are available in large print. Materials in alternative formats and/or American Sign Language interpreters will be made available upon request. Please make your request for alternative format or other accommodations to the Mayor's Office on Disability 554-6789 (V), 554 6799 (TTY) at least 72 hours prior to the meeting to help ensure availability.

The nearest accessible BART station is Civic Center Plaza at the intersection of Market, Grove, and Hyde Streets. The accessible MUNI Metro lines are the J, K, L, M, and N (Civic Center Station or Van Ness Avenue Station). MUNI bus lines serving the area are the 47 Van Ness, 9 San Bruno, and the 6, 7, 71 Haight/ Noriega. Accessible curbside parking is available on 1 Dr. Carlton B. Goodlett Place and Grove Street. For more information about MUNI accessible services, call 923-6142.

In order to assist the City's efforts to accommodate persons with severe allergies, environmental illness, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based scented products. Please help the City to accommodate these individuals.

The ringing of and use of cell phones, pagers, and similar sound-producing electronic devices are prohibited at this meeting. Please be advised that the Chair may order the removal from the meeting room of any person(s) responsible for the ringing or use of a cell phone, pager, or other similar sound-producing devices.

### **Lobbyist Ordinance**

Individuals and entities that influence or attempt to influence local legislative or administrative action may be required by the San Francisco Lobbyist Ordinance [SF Campaign and Governmental Code 2.100] to register and report lobbying activity. For more information about the Lobbyist Ordinance, please contact the Ethics Commission at 30 Van Ness Avenue, Suite 3900, San Francisco, CA 94102, telephone (415) 581-2300, fax (415) 581-2317 and web site <http://www.sfgov.org/ethics>.

### **KNOW YOUR RIGHTS UNDER THE SUNSHINE ORDINANCE**

(Chapter 67 of the San Francisco Administrative Code)

Government's duty is to serve the public, reaching its decision in full view of the public. Commissions, boards, councils and other agencies of the City and County exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review. For more information on your rights under the Sunshine Ordinance or to report a violation of the ordinance, contact Adele Destro by mail to Interim Administrator, Sunshine Ordinance Task Force, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco CA 94102-4689; by phone at 415 554 7724; by fax at 415 554 7854; or by email at [sotf@sfgov.org](mailto:sotf@sfgov.org).

Citizens interested in obtaining a free copy of the Sunshine Ordinance can request a copy from Ms. Destro or by printing Chapter 67 of the San Francisco Administrative Code on the Internet, <http://www.sfgov.org/sunshine/>







AML4760 V4.2  
LINK TO:

CITY/COUNTY OF SAN FRANCISCO PRODUCTION: FAMIS  
DOCUMENT DISPLAY

01/28/2005  
2:14 PM

DOCUMENT : WECT05000099 INPUT PERIOD : 01 2005 AMT : 158,817.42

S	SFX	T/C	DOCUMENT REF	DESCRIPTION	INDEX CODE	SUBOBJ	VENDOR	G/L TRANS	SUBSID ERR
01	450	P	WKBE05000010	01					
			CITY ATTY SERVICES - TI	- 10/01/04 - 12/31/04					N
02	466		WKBE05000010	01	035004	086BE			79,408.71
			ABATE EXPENDITURES - TI	- 10/01/04 - 12/31/04					N
									79,408.71

F1-HELP F2-SELECT  
F7-PRIOR PG F8-NEXT PG F9-LINK

FEB 2005

# Client Billing Summarized by File Number

7/1/2004 thru 12/31/2004

ECNTI Treasure Island

File #	Expenses	Attorney Hours	Attorney Amount	Assistant Hours	Assistant Amount	Total Hours	Total Amount
9680017	TREASURE ISD	20,451.81	877.75	168,631.75	74.50	952.25	198,676.56
	Total:	20,451.81	877.75	168,631.75	74.50	952.25	198,676.56

# Time and Expenses by Department

07/01/04 through 12/31/04

## ECNTI Treasure Island

Date	Staff	File #	Keyword	Comments	Hours	Time Costs	Expenses	Total
12/28/04	CHOY	9680017	TREASURE ISD	Review Rent, CAB terms, Use Permits, Covarub	2.00	\$388.00	\$0.00	\$388.00
12/29/04	STAC	9680017	TREASURE ISD	responses to comments; transportation issues	2.00	\$380.00	\$0.00	\$380.00
12/30/04	SANR	9680017	TREASURE ISD	Emails re garbage K; Q re Site 13 ROD & email	1.75	\$320.25	\$0.00	\$320.25
12/23/04	CHOY	9680017	TREASURE ISD	Review Master Lease Amendments.	0.50	\$97.00	\$0.00	\$97.00
12/27/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Jack Sylvan, Adline	1.00	\$194.00	\$0.00	\$194.00
12/27/04	CHOY	9680017	TREASURE ISD	Draft reso for BOS amendment of TICAB memb	1.00	\$194.00	\$0.00	\$194.00
12/22/04	CHOY	9680017	TREASURE ISD	Review Cooperative Agreement, Master Leases,	2.50	\$485.00	\$0.00	\$485.00
12/23/04	STAC	9680017	TREASURE ISD	responses to comments	2.00	\$380.00	\$0.00	\$380.00
12/23/04	CHOY	9680017	TREASURE ISD	Telephone conference with Marc McDonald.	0.50	\$97.00	\$0.00	\$97.00
12/21/04	CHOY	9680017	TREASURE ISD	Review Market Study, Master Lease Amendmen	1.00	\$194.00	\$0.00	\$194.00
12/22/04	STAC	9680017	TREASURE ISD	and meet to discuss responses to comments	3.00	\$570.00	\$0.00	\$570.00
12/22/04	CHOY	9680017	TREASURE ISD	Telephone conferences John Cummins, Marc Mc	1.50	\$291.00	\$0.00	\$291.00
12/21/04	STAC	9680017	TREASURE ISD	responses to comments; NEPA requirements re a	3.50	\$665.00	\$0.00	\$665.00
12/21/04	CHOY	9680017	TREASURE ISD	Conference with TICD/Sedway, EPS, Michael C	2.00	\$388.00	\$0.00	\$388.00
12/21/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Frank Gallagher, Jo	1.25	\$242.50	\$0.00	\$242.50
12/20/04	CHOY	9680017	TREASURE ISD	Review Use Permits, ""Rent"" , Navy Master Lea	1.00	\$194.00	\$0.00	\$194.00
12/20/04	STAC	9680017	TREASURE ISD	responses to comments; research NEPA requirem	1.50	\$285.00	\$0.00	\$285.00
12/20/04	SANR	9680017	TREASURE ISD	t/c Sullivan re utilities & costs issue	0.25	\$45.75	\$0.00	\$45.75
12/20/04	SULL	9680017	TREASURE ISD	Telephone and office conferences with D. Choy	0.50	\$91.50	\$0.00	\$91.50
12/20/04	CHOY	9680017	TREASURE ISD	Telephone conference with Marc McDonald, Fra	1.75	\$339.50	\$0.00	\$339.50
12/20/04	CHOY	9680017	TREASURE ISD	Conference with Clair Sylvia, Charles Sullivan, J	0.75	\$145.50	\$0.00	\$145.50
12/17/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Frank Gallagher, M	1.50	\$291.00	\$0.00	\$291.00
12/17/04	CHOY	9680017	TREASURE ISD	Review Use Permits, ""Rent"" , Cooperation Agr	2.00	\$388.00	\$0.00	\$388.00
12/17/04	CHOY	9680017	TREASURE ISD	Conference with Jesse Blout, Jesse Smith, Amy	0.75	\$97.00	\$0.00	\$97.00
12/16/04	CHOY	9680017	TREASURE ISD	Telephone conferences with David Ammons, Jon	0.50	\$145.50	\$0.00	\$145.50
12/16/04	CHOY	9680017	TREASURE ISD	Meeting with TICD, THIDJ, MOH.	1.75	\$339.50	\$0.00	\$339.50
12/16/04	CHOY	9680017	TREASURE ISD	Review Rent, Use Permits, Master Leases.	1.00	\$194.00	\$0.00	\$194.00
12/15/04	CHOY	9680017	TREASURE ISD	Review Term Sheet with Rent, Use Permit, Insur	1.50	\$291.00	\$0.00	\$291.00
12/15/04	STAC	9680017	TREASURE ISD	responses to comments	5.00	\$950.00	\$0.00	\$950.00
12/16/04	STAC	9680017	TREASURE ISD	and discuss responses to comments and meeting	6.00	\$1,140.00	\$0.00	\$1,140.00
12/14/04	STAC	9680017	TREASURE ISD	responses to comments	2.00	\$380.00	\$0.00	\$380.00
12/15/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Tony Hall, Michael	1.00	\$194.00	\$0.00	\$194.00
12/15/04	CHOY	9680017	TREASURE ISD	Conference with Michael Cohen, Jack Sylvan, F	2.50	\$485.00	\$0.00	\$485.00
12/14/04	CHOY	9680017	TREASURE ISD	Conference with Michael Cohen, Jack Sylvan.	1.00	\$194.00	\$0.00	\$194.00
12/14/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Tony Hall, Jesse Bl	0.50	\$97.00	\$0.00	\$97.00
12/14/04	CHOY	9680017	TREASURE ISD	Review Rent, CAB, Use Permits, Insurance, Har	1.50	\$291.00	\$0.00	\$291.00

# Time and Expenses by Department

07/01/04 through 12/31/04

ECNTI Treasure Island

Date	Staff	File #	Keyword	Comments	Hours	Time Costs	Expenses	Total
12/13/04	CHOY	9680017	TREASURE ISD	Conference with Ted Lakey, Tom Lakritz.	1.00	\$194.00	\$0.00	\$194.00
12/13/04	CHOY	9680017	TREASURE ISD	Review Rent, Use Permits, CAB issues, leases.	1.00	\$194.00	\$0.00	\$194.00
12/13/04	STAC	9680017	TREASURE ISD	responses to comments	2.00	\$380.00	\$0.00	\$380.00
12/10/04	CHOY	9680017	TREASURE ISD	Telephone conference with Jesse Blout.	0.25	\$48.50	\$0.00	\$48.50
12/10/04	CHOY	9680017	TREASURE ISD	Review TI leases, "Rent", Use Permits, Master	2.25	\$436.50	\$0.00	\$436.50
12/13/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Marc McDonald, M	1.00	\$194.00	\$0.00	\$194.00
12/09/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Jack Sylvan, Marc M	0.50	\$97.00	\$0.00	\$97.00
12/09/04	CHOY	9680017	TREASURE ISD	Conference with Jesse Smith	0.25	\$48.50	\$0.00	\$48.50
12/09/04	CHOY	9680017	TREASURE ISD	Review Use Permits, TIHDI issues, "Rent", Re	2.00	\$388.00	\$0.00	\$388.00
12/08/04	CHOY	9680017	TREASURE ISD	TIDA Board Meeting	2.50	\$485.00	\$0.00	\$485.00
12/09/04	STAC	9680017	TREASURE ISD	responses to comments	1.50	\$285.00	\$0.00	\$285.00
12/07/04	STAC	9680017	TREASURE ISD	second draft of responses to comments	1.50	\$285.00	\$0.00	\$285.00
12/08/04	CHOY	9680017	TREASURE ISD	second draft of responses to comments; discuss r	2.50	\$475.00	\$0.00	\$475.00
12/08/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Jacy Sylvan, Amy A	0.75	\$145.50	\$0.00	\$145.50
12/07/04	CHOY	9680017	TREASURE ISD	Review Agenda, Rent, Use Permits.	2.50	\$485.00	\$0.00	\$485.00
12/07/04	CHOY	9680017	TREASURE ISD	Conference with Michael Cohen, Tony Hall, Ma	3.00	\$582.00	\$0.00	\$582.00
12/07/04	CHOY	9680017	TREASURE ISD	Draft letter to "Rent"	1.00	\$194.00	\$0.00	\$194.00
12/07/04	CHOY	9680017	TREASURE ISD	Review Agenda items, Use Permits, other materi	1.00	\$194.00	\$0.00	\$194.00
12/06/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Tony Hall, Marc M	0.50	\$97.00	\$0.00	\$97.00
12/06/04	CHOY	9680017	TREASURE ISD	Review Use Permits, WYSIWYG, RENT, CEC	3.50	\$679.00	\$0.00	\$679.00
12/06/04	STAC	9680017	TREASURE ISD	responses to comments; discuss issues with R. A	2.50	\$475.00	\$0.00	\$475.00
12/03/04	CHOY	9680017	TREASURE ISD	Review Use Permits, Film issue, agenda items, M	4.00	\$776.00	\$0.00	\$776.00
12/03/04	CHOY	9680017	TREASURE ISD	Draft resolutions for Caretaker Sublease.	1.00	\$194.00	\$0.00	\$194.00
12/03/04	SANR	9680017	TREASURE ISD	Review Navy Master Lease amendments; t/c Cho	0.50	\$91.50	\$0.00	\$91.50
12/02/04	CHOY	9680017	TREASURE ISD	Draft Resolutions for December agenda.	3.00	\$582.00	\$0.00	\$582.00
12/02/04	CHOY	9680017	TREASURE ISD	Review Use Permits, Cooperative Agreement, A	2.00	\$388.00	\$0.00	\$388.00
12/03/04	CHOY	9680017	TREASURE ISD	Telephone conferences with D.J. Canepa, Tony H	3.00	\$582.00	\$0.00	\$582.00
12/02/04	STAC	9680017	TREASURE ISD	responses to comments; discuss document access	3.00	\$570.00	\$0.00	\$570.00
12/02/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Nancy Bellard, Jon	2.00	\$388.00	\$0.00	\$388.00
12/02/04	CHOY	9680017	TREASURE ISD	Draft Sublease amendments for December agenda	3.00	\$582.00	\$0.00	\$582.00
12/01/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Tony Hall, Marc M	1.50	\$291.00	\$0.00	\$291.00
12/01/04	CHOY	9680017	TREASURE ISD	Conference with Michael Cohen, Marc McDona	2.00	\$388.00	\$0.00	\$388.00
12/01/04	CHOY	9680017	TREASURE ISD	Draft resolutions, staff summaries, lease amendm	5.00	\$970.00	\$0.00	\$970.00
11/30/04	CHOY	9680017	TREASURE ISD	Review Use Permits, Agenda items, contracts, le	1.50	\$291.00	\$0.00	\$291.00
11/30/04	STAC	9680017	TREASURE ISD	issues re responses to comments	1.50	\$285.00	\$0.00	\$285.00
12/01/04	STAC	9680017	TREASURE ISD	responses to comments	1.00	\$190.00	\$0.00	\$190.00



# Time and Expenses by Department

07/01/04 through 12/31/04

ECNT1 Treasure Island

Date	Staff	File #	Keyword	Comments	Hours	Time Costs	Expenses	Total
11/29/04	CHOY	9680017	TREASURE ISD	Review Use Permits, Lease renewals, CalPERS.	1.00	\$194.00	\$0.00	\$194.00
11/30/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Marc McDonald, T	1.50	\$291.00	\$0.00	\$291.00
11/30/04	CHOY	9680017	TREASURE ISD	Meet with TIGD and Sedway.	2.50	\$485.00	\$0.00	\$485.00
11/24/04	CHOY	9680017	TREASURE ISD	Review Conflict question; LGS; COBRA reimbu	1.50	\$291.00	\$0.00	\$291.00
11/29/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Tony Hall, Frank G	0.50	\$97.00	\$0.00	\$97.00
11/29/04	CHOY	9680017	TREASURE ISD	Conference with John Cooper.	0.25	\$48.50	\$0.00	\$48.50
11/24/04	STAC	9680017	TREASURE ISD	comments for clarification, review DEIR and res	1.00	\$190.00	\$0.00	\$190.00
11/24/04	JACO	9680017	TREASURE ISD	Confer w/ DC and CS regarding conflict questio	0.25	\$42.50	\$0.00	\$42.50
11/24/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Frank Gallagher, Ti	0.75	\$145.50	\$0.00	\$145.50
11/23/04	CHOY	9680017	TREASURE ISD	Telephone conferences with John Cooper, Frank	1.00	\$194.00	\$0.00	\$194.00
11/23/04	CHOY	9680017	TREASURE ISD	Conference with Dave Dacus, Bethany, Libby Se	3.50	\$679.00	\$0.00	\$679.00
11/23/04	CHOY	9680017	TREASURE ISD	Review Film Lease, Use Permits.	1.00	\$194.00	\$0.00	\$194.00
11/22/04	CHOY	9680017	TREASURE ISD	Review Use Permits, Film Lease.	0.50	\$97.00	\$0.00	\$97.00
11/22/04	CHOY	9680017	TREASURE ISD	Conference with John Cooper, Amy Neches, Jes	0.50	\$97.00	\$0.00	\$97.00
11/22/04	STAC	9680017	TREASURE ISD	prepare for and attend meeting re transportation	2.00	\$380.00	\$0.00	\$380.00
11/19/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Tony Hall, Frank G	0.50	\$97.00	\$0.00	\$97.00
11/19/04	SANR	9680017	TREASURE ISD	CEC e-mails re remediation	0.25	\$45.75	\$0.00	\$45.75
11/22/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Frank Gallagher, To	1.00	\$194.00	\$0.00	\$194.00
11/18/04	CHOY	9680017	TREASURE ISD	Conference with John Cooper	0.50	\$97.00	\$0.00	\$97.00
11/19/04	COOP	9680017	TREASURE ISD	Meeting with Caltrans, TIDA and Mayor's Office	3.00	\$552.00	\$0.00	\$552.00
11/19/04	COOP	9680017	TREASURE ISD	Review MOUs, draft Co-op, prior corresponden	1.00	\$184.00	\$0.00	\$184.00
11/18/04	STAC	9680017	TREASURE ISD	project objectives; draft responses to comments	1.00	\$190.00	\$0.00	\$190.00
11/18/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Frank Gallagher, To	1.00	\$194.00	\$0.00	\$194.00
11/18/04	CHOY	9680017	TREASURE ISD	Review Use Permits, Film Commission.	1.00	\$194.00	\$0.00	\$194.00
11/17/04	CHOY	9680017	TREASURE ISD	Conference with PUC, Tony Hall, Frank Gallagh	2.00	\$388.00	\$0.00	\$388.00
11/17/04	CHOY	9680017	TREASURE ISD	Review Film Lease, THIDI Contract, Use Permi	0.50	\$97.00	\$0.00	\$97.00
11/17/04	STAC	9680017	TREASURE ISD	review and discuss EIR issues and timeline; miti	2.00	\$380.00	\$0.00	\$380.00
11/16/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Gary Schweid, Stev	0.50	\$97.00	\$0.00	\$97.00
11/16/04	COOP	9680017	TREASURE ISD	Work with J. Sylvan and S. Laran on issues for	1.50	\$276.00	\$0.00	\$276.00
11/17/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Frank Gallagher, To	0.50	\$97.00	\$0.00	\$97.00
11/15/04	CHOY	9680017	TREASURE ISD	Review Graduated Code Compliance Ordinance	1.25	\$242.50	\$0.00	\$242.50
11/15/04	COOP	9680017	TREASURE ISD	Review comments to draft Cooperative Agreeeme	1.00	\$184.00	\$0.00	\$184.00
11/16/04	STAC	9680017	TREASURE ISD	EIR and record issues and teleconf w/ R. Cooper	2.00	\$380.00	\$0.00	\$380.00
11/12/04	CHOY	9680017	TREASURE ISD	Peter Summerville, Frishtah Affit	0.50	\$97.00	\$0.00	\$97.00
11/12/04	CHOY	9680017	TREASURE ISD	Audit Contract, Community Meeting, Use Permi	1.00	\$194.00	\$0.00	\$194.00
11/15/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Sarah Owsowitz, M	0.75	\$145.50	\$0.00	\$145.50

# Time and Expenses by Department

07/01/04 through 12/31/04

ECNTI Treasure Island

Date	Staff	File #	Keyword	Comments	Hours	Time Costs	Expenses	Total
11/10/04	CHOY	9680017	TREASURE ISD	Meet with Navy, TIDA, Michael Cohen, and Jac	2.50	\$485.00	\$0.00	\$485.00
11/10/04	CHOY	9680017	TREASURE ISD	TIDA Bd meeting	2.50	\$485.00	\$0.00	\$485.00
11/10/04	CHOY	9680017	TREASURE ISD	Ken Bruce	0.25	\$48.50	\$0.00	\$48.50
11/09/04	COOP	9680017	TREASURE ISD	finish draft of cooperative agreement	3.00	\$552.00	\$0.00	\$552.00
11/09/04	STAC	9680017	TREASURE ISD	and discuss TI housing code issues; EIR timing a	1.00	\$190.00	\$0.00	\$190.00
11/09/04	CHOY	9680017	TREASURE ISD	Jay Wallace, Tony Hall, Michael Cohen, Dave D	2.00	\$388.00	\$0.00	\$388.00
11/08/04	COOP	9680017	TREASURE ISD	drafting cooperative agreement with Caltrans	0.50	\$92.00	\$0.00	\$92.00
11/08/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Marc McDonald, D	1.00	\$194.00	\$0.00	\$194.00
11/08/04	CHOY	9680017	TREASURE ISD	Review Film lease, Use Permits, Affordable Hou	1.00	\$194.00	\$0.00	\$194.00
11/04/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Peter Summerville,	1.50	\$291.00	\$0.00	\$291.00
11/04/04	CHOY	9680017	TREASURE ISD	Review TIHDI Contract, Gym Sublease, Marina	3.00	\$582.00	\$0.00	\$582.00
11/04/04	CHOY	9680017	TREASURE ISD	Conference with Michael Cohen, Frank Gallaghe	3.00	\$582.00	\$0.00	\$582.00
11/03/04	CHOY	9680017	TREASURE ISD	Draft Sublease with Film Production Co.	1.00	\$194.00	\$0.00	\$194.00
11/03/04	STAC	9680017	TREASURE ISD	mitigation measures; responses to comments; qu	1.50	\$285.00	\$0.00	\$285.00
11/04/04	STAC	9680017	TREASURE ISD	issues re EIR; background reports and revisions	0.50	\$95.00	\$0.00	\$95.00
11/03/04	SILV	9680017	TREASURE ISD	Confer with D. Choy re professional services con	0.25	\$32.00	\$0.00	\$32.00
11/03/04	CHOY	9680017	TREASURE ISD	Conference with Michael Cohen, Tony Hall, Fra	3.50	\$679.00	\$0.00	\$679.00
11/03/04	CHOY	9680017	TREASURE ISD	Review Use Permits, Affordable Housing Plan, A	1.50	\$291.00	\$0.00	\$291.00
11/02/04	STAC	9680017	TREASURE ISD	review responses to comments; meet with D. He	2.50	\$475.00	\$0.00	\$475.00
11/02/04	CHOY	9680017	TREASURE ISD	Review TIHDI Contract, Affordable Housing Pl	2.00	\$388.00	\$0.00	\$388.00
11/02/04	COOP	9680017	TREASURE ISD	Work on draft of Cooperative Agreement with	3.00	\$552.00	\$0.00	\$552.00
11/01/04	STAC	9680017	TREASURE ISD	Preparation of professional services contract re b	4.75	\$608.00	\$0.00	\$608.00
11/02/04	SILV	9680017	TREASURE ISD	transportation mitigation measures and recircula	1.00	\$190.00	\$0.00	\$190.00
11/01/04	CHOY	9680017	TREASURE ISD	Prepare professional services contract re budget	5.00	\$640.00	\$0.00	\$640.00
11/01/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Frank Gallagher, Pe	0.50	\$97.00	\$0.00	\$97.00
11/01/04	SILV	9680017	TREASURE ISD	Review URS, CH2M Hill, Marina Addendum, A	3.00	\$582.00	\$0.00	\$582.00
10/29/04	CHOY	9680017	TREASURE ISD	Confer with D. Choy re preparation of professio	0.50	\$64.00	\$0.00	\$64.00
10/29/04	CHOY	9680017	TREASURE ISD	Review Marina ENA.	0.50	\$97.00	\$0.00	\$97.00
10/29/04	COOP	9680017	TREASURE ISD	Review URS, CH2M Hill, other agenda items.	1.50	\$291.00	\$0.00	\$291.00
10/28/04	CHOY	9680017	TREASURE ISD	Draft cooperative discuss. Discuss standards for	2.00	\$368.00	\$0.00	\$368.00
10/28/04	COOP	9680017	TREASURE ISD	Telephone conferences with Jack Sylvan, D.J. C	1.00	\$194.00	\$0.00	\$194.00
10/29/04	CHOY	9680017	TREASURE ISD	Work on draft of Cooperative Agreement. Revie	6.00	\$1,104.00	\$0.00	\$1,104.00
10/27/04	CHOY	9680017	TREASURE ISD	Resolutions for CAB Bylaws, Marina Addendum	1.50	\$291.00	\$0.00	\$291.00
10/27/04	CHOY	9680017	TREASURE ISD	Review CAB Bylaws Amendment, TIHDI Contr	1.00	\$194.00	\$0.00	\$194.00
10/28/04	CHOY	9680017	TREASURE ISD	Conference with Michael Cohen, Jack Sylvan, Jo	1.50	\$291.00	\$0.00	\$291.00
10/28/04	CHOY	9680017	TREASURE ISD	Review Redevelopment Limits, Use Permits; CE	1.75	\$339.50	\$0.00	\$339.50

## Time and Expenses by Department

07/01/04 through 12/31/04

## ECNTI Treasure Island

Date	Staff	File #	Keyword	Comments	Hours	Time Costs	Expenses	Total
10/26/04	CHOY	9680017	TREASURE ISD	Conference with Tony Hall, Michael Cohen, Fra	2.00	\$388.00	\$0.00	\$388.00
10/26/04	STAC	9680017	TREASURE ISD	transportation mitigation measures	1.50	\$285.00	\$0.00	\$285.00
10/27/04	CHOY	9680017	TREASURE ISD	Conference with Tony Hall, Michael Cohen, Fra	2.75	\$533.50	\$0.00	\$533.50
10/25/04	SANR	9680017	TREASURE ISD	Review CEC/DISC correspondence re 8 Nov; e	0.25	\$45.75	\$0.00	\$45.75
10/26/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Jack Sylvan, D.J. C	1.00	\$194.00	\$0.00	\$194.00
10/26/04	CHOY	9680017	TREASURE ISD	Review Audit, Mello Roos, Use Permits, TIDC n	3.00	\$582.00	\$0.00	\$582.00
10/25/04	CHOY	9680017	TREASURE ISD	Telephone conference with Marc McDonald, Jud	1.00	\$194.00	\$0.00	\$194.00
10/25/04	CHOY	9680017	TREASURE ISD	Review TIE ENA Extension, Tax Allocation Ag	2.00	\$388.00	\$0.00	\$388.00
10/22/04	BOYA	9680017	TREASURE ISD	telephone call from dea choymcdonnell, telepho	0.75	\$145.50	\$0.00	\$145.50
10/22/04	CHOY	9680017	TREASURE ISD	Conference with Mark Blake	2.00	\$388.00	\$0.00	\$388.00
10/24/04	JESS	9680017	TREASURE ISD	Review CalPERS materials, Use Permits, Mello	1.00	\$194.00	\$0.00	\$194.00
10/22/04	MARM	9680017	TREASURE ISD	Confer with D. Choy re: non-resident for advisor	0.25	\$48.50	\$0.00	\$48.50
10/22/04	SILV	9680017	TREASURE ISD	Review FA agreement, Tel w/ M. Blake.	0.75	\$122.25	\$0.00	\$122.25
10/22/04	CHOY	9680017	TREASURE ISD	Review, forward trust exchange agreement to D,	0.25	\$32.00	\$0.00	\$32.00
10/20/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Raplo Ochoa, Tony	0.50	\$97.00	\$0.00	\$97.00
10/21/04	CHOY	9680017	TREASURE ISD	Review CalPERS forms and docs; Marina ENA	2.50	\$485.00	\$0.00	\$485.00
10/21/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Tony Hall, Tina Pas	1.50	\$291.00	\$0.00	\$291.00
10/19/04	CHOY	9680017	TREASURE ISD	Review CalPERS materials, Use Permits, Social	2.00	\$388.00	\$0.00	\$388.00
10/20/04	CHOY	9680017	TREASURE ISD	Review EPS Proforma, Use Permits, Affordable	1.00	\$194.00	\$0.00	\$194.00
10/20/04	CHOY	9680017	TREASURE ISD	Conference with Jack Sylvan, Tony Hall, Frank	2.00	\$388.00	\$0.00	\$388.00
10/20/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Peter Summerville,	1.50	\$291.00	\$0.00	\$291.00
10/19/04	CHOY	9680017	TREASURE ISD	Conference with Tony Hall, Frank Gallagher, M	6.00	\$1,164.00	\$0.00	\$1,164.00
10/19/04	CHOY	9680017	TREASURE ISD	Telephone conference with Bijal Patel.	0.50	\$97.00	\$0.00	\$97.00
10/18/04	CHOY	9680017	TREASURE ISD	Revise Marina ENA and Resolution.	1.50	\$291.00	\$0.00	\$291.00
10/18/04	CHOY	9680017	TREASURE ISD	Conference with Jon Rolnick, Tony Hall, Frank	3.50	\$679.00	\$0.00	\$679.00
10/18/04	ROLN	9680017	TREASURE ISD	Review Covarrubias Report, CalPERS, Contract	2.50	\$485.00	\$0.00	\$485.00
10/15/04	CHOY	9680017	TREASURE ISD	travel to and meeting with Mr. Hall re misc. emp	2.50	\$457.50	\$0.00	\$457.50
10/18/04	SANR	9680017	TREASURE ISD	Review Housing Plan, CalPERS, CEC, Murals, C	3.50	\$679.00	\$0.00	\$679.00
10/18/04	CHOY	9680017	TREASURE ISD	tc Sylvan & McDonald re Comcast dig permit	0.50	\$91.50	\$0.00	\$91.50
10/14/04	SMIT	9680017	TREASURE ISD	Telephone conferences with Jon Rolnick, Tony H	1.50	\$291.00	\$0.00	\$291.00
10/15/04	CHOY	9680017	TREASURE ISD	MW Cohen et al.	2.00	\$408.00	\$0.00	\$408.00
10/15/04	CHOY	9680017	TREASURE ISD	Meet with Joel Lipski, Theresa Yanga, Michael	2.00	\$388.00	\$0.00	\$388.00
10/14/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Tina Pasco, Ellie W	2.50	\$485.00	\$0.00	\$485.00
10/14/04	CHOY	9680017	TREASURE ISD	Review TICD Proforma; Housing Program, CalP	3.00	\$582.00	\$0.00	\$582.00
10/14/04	CHOY	9680017	TREASURE ISD	Meet with Michael Cohen, Jesse Blout, Jesse Sm	2.00	\$388.00	\$0.00	\$388.00
10/14/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Tina Pasco, Peter S	1.25	\$242.50	\$0.00	\$242.50

# Time and Expenses by Department

07/01/04 through 12/31/04

Date		Staff	File #	Keyword	Comments	Hours	Time Costs	Expenses	Total
10/13/04	CHOY	9680017	9680017	TREASURE ISD	Telephone conferences with Tony Hall, Ralph O	1.50	\$291.00	\$0.00	\$291.00
10/13/04	CHOY	9680017	9680017	TREASURE ISD	TIDA Board Meeting	3.50	\$679.00	\$0.00	\$679.00
10/13/04	CHOY	9680017	9680017	TREASURE ISD	Review Use Permits; Agenda; CEC; Reporting R	1.00	\$194.00	\$0.00	\$194.00
10/12/04	SANR	9680017	9680017	TREASURE ISD	Review and markup CEC demand letter; letter fr	0.75	\$137.25	\$0.00	\$137.25
10/13/04	STAC	9680017	9680017	TREASURE ISD	traffic, transportation issues	0.50	\$95.00	\$0.00	\$95.00
10/13/04	CHOY	9680017	9680017	TREASURE ISD	Conference with Michael Cohen, Jack Sylvan, F	2.00	\$388.00	\$0.00	\$388.00
10/12/04	CHOY	9680017	9680017	TREASURE ISD	Conference with Jay Wallace, Dave Duncan, Be	3.00	\$582.00	\$0.00	\$582.00
10/12/04	STAC	9680017	9680017	TREASURE ISD	Review Use Permits, CEC Sublease, WTA, Age	2.00	\$388.00	\$0.00	\$388.00
10/08/04	SMIT	9680017	9680017	TREASURE ISD	responses to comments issues; mitigation measu	1.00	\$190.00	\$0.00	\$190.00
10/11/04	CHOY	9680017	9680017	TREASURE ISD	CW Cohen re deal structure	0.50	\$102.00	\$0.00	\$102.00
10/12/04	CHOY	9680017	9680017	TREASURE ISD	Murals Agreement; LGS, Affordable Housing Pl	3.00	\$582.00	\$0.00	\$582.00
10/08/04	SANR	9680017	9680017	TREASURE ISD	Telephone conferences with Jack Sylvan, Tony H	2.00	\$388.00	\$0.00	\$388.00
10/08/04	CHOY	9680017	9680017	TREASURE ISD	Review S&S lease, email re same	1.25	\$228.75	\$0.00	\$228.75
10/08/04	CHOY	9680017	9680017	TREASURE ISD	Telephone conferences with Peter Summerville,	1.00	\$194.00	\$0.00	\$194.00
10/07/04	CHOY	9680017	9680017	TREASURE ISD	Review Use Permits, Agenda items	4.00	\$776.00	\$0.00	\$776.00
10/07/04	CHOY	9680017	9680017	TREASURE ISD	Conference with Michael Cohen, Marc McDona	1.00	\$194.00	\$0.00	\$194.00
10/06/04	CHOY	9680017	9680017	TREASURE ISD	Review Use Permits; LGS materials, CalPERS m	3.00	\$582.00	\$0.00	\$582.00
10/06/04	CHOY	9680017	9680017	TREASURE ISD	Conference with Michael Cohen, Jack Sylvan, Jo	3.00	\$582.00	\$0.00	\$582.00
10/06/04	CHOY	9680017	9680017	TREASURE ISD	Review Use Permits, LGS docs, subleases, agen	1.50	\$291.00	\$0.00	\$291.00
10/05/04	ROLN	9680017	9680017	TREASURE ISD	Revise LGS docs	1.00	\$194.00	\$0.00	\$194.00
10/06/04	STAC	9680017	9680017	TREASURE ISD	p/cs with Mr. Choy re status of transition of TID	4.75	\$869.25	\$0.00	\$869.25
10/06/04	CHOY	9680017	9680017	TREASURE ISD	transportation issues; research recirculation ques	2.00	\$380.00	\$0.00	\$380.00
10/05/04	CHOY	9680017	9680017	TREASURE ISD	Telephone conferences with Ralph Ochoa, Libby	2.50	\$485.00	\$0.00	\$485.00
10/05/04	CHOY	9680017	9680017	TREASURE ISD	Review LGS agreements, Use Permits, Affordab	2.00	\$388.00	\$0.00	\$388.00
10/05/04	CHOY	9680017	9680017	TREASURE ISD	Draft resolutions and reports for TIDA agenda	2.00	\$388.00	\$0.00	\$388.00
10/04/04	STAC	9680017	9680017	TREASURE ISD	transportation issues; comments & responses; Dr	3.00	\$570.00	\$0.00	\$570.00
10/04/04	CHOY	9680017	9680017	TREASURE ISD	Revise LGS Agreement	1.50	\$291.00	\$0.00	\$291.00
10/05/04	CHOY	9680017	9680017	TREASURE ISD	Telephone conferences with Peter Summerville,	3.00	\$582.00	\$0.00	\$582.00
10/04/04	CHOY	9680017	9680017	TREASURE ISD	Conference with Linda Ross, John Cooper	1.00	\$194.00	\$0.00	\$194.00
10/04/04	CHOY	9680017	9680017	TREASURE ISD	Conference with Ralph Ochoa, Linda Ross	2.00	\$388.00	\$0.00	\$388.00
10/04/04	CHOY	9680017	9680017	TREASURE ISD	Telephone conferences with Ralph Ochoa, Richa	2.50	\$485.00	\$0.00	\$485.00
10/04/04	CHOY	9680017	9680017	TREASURE ISD	Review Use Permits, Affordable Housing Plan, N	2.00	\$388.00	\$0.00	\$388.00
10/01/04	CHOY	9680017	9680017	TREASURE ISD	Telephone conferences with Ralph Ochoa, Tony	2.00	\$388.00	\$0.00	\$388.00
10/01/04	CHOY	9680017	9680017	TREASURE ISD	Review Use Permits, LGS contract, CalPERS, A	5.00	\$970.00	\$0.00	\$970.00
10/01/04	SANR	9680017	9680017	TREASURE ISD	t/c McDonald re CEC & emails re same	0.25	\$45.75	\$0.00	\$45.75

# Time and Expenses by Department

07/01/04 through 12/31/04

## ECNTI Treasure Island

Date	Staff	File #	Keyword	Comments	Hours	Time Costs	Expenses	Total
10/01/04	SILV	9680017	TREASURE ISD	Review co-counsel invoices (Paul Hastings, Shu	0.50	\$64.00	\$0.00	\$64.00
10/01/04	SALV	9680017	TREASURE ISD	Confer with J. Rolnick re employee issue; confer	1.00	\$190.00	\$0.00	\$190.00
10/01/04	SALV	9680017	TREASURE ISD	Review contracts	1.00	\$190.00	\$0.00	\$190.00
09/30/04	CHOY	9680017	TREASURE ISD	Conference with Linda Ross; Michael Cohen, Ja	3.00	\$582.00	\$0.00	\$582.00
09/30/04	CHOY	9680017	TREASURE ISD	Review Purchasing Rules, LGS, Use Permits, Le	1.50	\$291.00	\$0.00	\$291.00
09/30/04	ROLN	9680017	TREASURE ISD	p/c with Mr. Choy re personnel issues	0.25	\$45.75	\$0.00	\$45.75
09/29/04	CHOY	9680017	TREASURE ISD	Review Cooperation Agreement, Navy Leases, U	1.50	\$291.00	\$0.00	\$291.00
09/30/04	STAC	9680017	TREASURE ISD	transportation issues	1.00	\$190.00	\$0.00	\$190.00
09/30/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Jack Sylvan, Ralph	1.00	\$194.00	\$0.00	\$194.00
09/29/04	STAC	9680017	TREASURE ISD	comments on DEIR and responses to comments;	2.00	\$380.00	\$0.00	\$380.00
09/29/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Tony Hall, Marc M	1.25	\$242.50	\$0.00	\$242.50
09/28/04	CHOY	9680017	TREASURE ISD	Conference with Frank Gallagher	0.50	\$97.00	\$0.00	\$97.00
09/28/04	CHOY	9680017	TREASURE ISD	Conference with Michael Cohen, Jack Sylvan, K	4.25	\$824.50	\$0.00	\$824.50
09/28/04	CHOY	9680017	TREASURE ISD	Review Use Permits, LGS materials, CalPERS m	1.50	\$291.00	\$0.00	\$291.00
09/28/04	SANR	9680017	TREASURE ISD	CEC security deposit issue	1.00	\$183.00	\$0.00	\$183.00
09/27/04	STAC	9680017	TREASURE ISD	transportation impacts, responses to comments; m	2.00	\$380.00	\$0.00	\$380.00
09/28/04	STAC	9680017	TREASURE ISD	issues re early transfer; research NEPA re Navy	2.00	\$380.00	\$0.00	\$380.00
09/28/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Michael Cohen, Ric	1.50	\$291.00	\$0.00	\$291.00
09/27/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Rachel Kopla, Jack	1.00	\$194.00	\$0.00	\$194.00
09/27/04	CHOY	9680017	TREASURE ISD	Review Marina issues, CalPER issues, Corporati	2.75	\$533.50	\$0.00	\$533.50
09/27/04	SANR	9680017	TREASURE ISD	Garbage K issue; CEC issues on security deposit	3.00	\$549.00	\$0.00	\$549.00
09/23/04	CHOY	9680017	TREASURE ISD	Review TIDA Budget; TIDC Affordable Housin	1.50	\$291.00	\$0.00	\$291.00
09/24/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Tony Hall, Frishtah	1.50	\$291.00	\$0.00	\$291.00
09/23/04	STAC	9680017	TREASURE ISD	Review LGS, Affordable Housing Plan, other A	1.25	\$242.50	\$0.00	\$242.50
09/23/04	CHOY	9680017	TREASURE ISD	and discuss traffic mitigation measures and dred	3.50	\$665.00	\$0.00	\$665.00
09/23/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Jim Morales, Jon R	2.00	\$388.00	\$0.00	\$388.00
09/23/04	CHOY	9680017	TREASURE ISD	Conference with Michael Cohen, Jack Sylvan, K	1.00	\$194.00	\$0.00	\$194.00
09/22/04	CHOY	9680017	TREASURE ISD	Review Sunshine Ordinance, TIDA Budget, LGS	1.50	\$291.00	\$0.00	\$291.00
09/22/04	JESS	9680017	TREASURE ISD	Confer with D. Choy and B. Delventhal re: empl	0.25	\$48.50	\$0.00	\$48.50
09/23/04	ROLN	9680017	TREASURE ISD	extended p/c with Mr. Choy re on-going person	0.50	\$91.50	\$0.00	\$91.50
09/22/04	SHWE	9680017	TREASURE ISD	inventory	1.00	\$134.00	\$0.00	\$134.00
09/22/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Paula Jesson, Claire	2.00	\$388.00	\$0.00	\$388.00
09/22/04	CHOY	9680017	TREASURE ISD	Conference with Michael Cohen, Tony Hall, Jac	2.50	\$485.00	\$0.00	\$485.00
09/21/04	CHOY	9680017	TREASURE ISD	Meet with Michael Cohen, Jack Sylvan, Jon Rol	2.00	\$388.00	\$0.00	\$388.00
09/21/04	CHOY	9680017	TREASURE ISD	Review Marina Term Sheet, CalPERS Valuation	4.00	\$776.00	\$0.00	\$776.00
09/21/04	STAC	9680017	TREASURE ISD	dredging, transportation, mitigation questions an	1.00	\$190.00	\$0.00	\$190.00



# Time and Expenses by Department

07/01/04 through 12/31/04

Date		Staff	File #	Keyword	Comments	Hours	Time Costs	Expenses	Total
09/20/04	COOP	9680017	TREASURE ISD	discuss utility issues, construction impacts of Ba		0.50	\$92.00	\$0.00	\$92.00
09/20/04	COOP	9680017	TREASURE ISD	transportation issues; responses to comments; dr		2.00	\$380.00	\$0.00	\$380.00
09/21/04	STAC	9680017	TREASURE ISD	Telephone conferences with Theresa Yang, Mic		1.50	\$291.00	\$0.00	\$291.00
09/20/04	SILV	9680017	TREASURE ISD	Confer with D. Choy re research results of transf		0.50	\$64.00	\$0.00	\$64.00
09/20/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Marc McDonald, Ji		2.00	\$388.00	\$0.00	\$388.00
09/20/04	CHOY	9680017	TREASURE ISD	Review LGS Form of Agreements, SFRA Person		5.00	\$970.00	\$0.00	\$970.00
09/17/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Cindy Parks, Lori M		4.00	\$776.00	\$0.00	\$776.00
09/17/04	CHOY	9680017	TREASURE ISD	Meet with Matt Franklin, Joel Lipski, Theresa Y		3.00	\$582.00	\$0.00	\$582.00
09/17/04	ROLN	9680017	TREASURE ISD	Review Use Permits, Affordable Housing progra		1.50	\$291.00	\$0.00	\$291.00
09/16/04	STUM	9680017	TREASURE ISD	meeting with Mr. Hall re employment issues		2.25	\$411.75	\$0.00	\$411.75
09/17/04	SILV	9680017	TREASURE ISD	consult w/ DChoy re HSS benefits process; tel H		1.25	\$228.75	\$0.00	\$228.75
09/16/04	CHOY	9680017	TREASURE ISD	Research federal code re conveying property at l		4.25	\$544.00	\$0.00	\$544.00
09/16/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Jonathan Rolnick, T		3.00	\$582.00	\$0.00	\$582.00
09/16/04	CHOY	9680017	TREASURE ISD	Conference with Jonathan Rolnick, Tony Hall, M		3.00	\$582.00	\$0.00	\$582.00
09/16/04	CHOY	9680017	TREASURE ISD	Review Personnel issues, retirement benefit issu		2.00	\$388.00	\$0.00	\$388.00
09/16/04	SILV	9680017	TREASURE ISD	Review Base Reuse materials, Health Service fo		4.00	\$776.00	\$0.00	\$776.00
09/16/04	STAC	9680017	TREASURE ISD	Research federal Defense Authorization act; con		3.50	\$448.00	\$0.00	\$448.00
09/16/04	ROLN	9680017	TREASURE ISD	responses to comments		2.00	\$380.00	\$0.00	\$380.00
09/15/04	STAC	9680017	TREASURE ISD	extended p/c with Mr. Choy and counsel to SF R		1.00	\$183.00	\$0.00	\$183.00
09/15/04	CHOY	9680017	TREASURE ISD	transportation issues		1.00	\$190.00	\$0.00	\$190.00
09/15/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Michael Cohen, Lin		2.00	\$388.00	\$0.00	\$388.00
09/14/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Tina Pasco, Linda R		1.50	\$291.00	\$0.00	\$291.00
09/14/04	CHOY	9680017	TREASURE ISD	Review Use Permits, Ferry issues, budget issues		3.25	\$630.50	\$0.00	\$630.50
09/14/04	CHOY	9680017	TREASURE ISD	Conference with Tina Pasco.		0.25	\$48.50	\$0.00	\$48.50
09/13/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Trishah Affi, Tony		2.00	\$388.00	\$0.00	\$388.00
09/13/04	CHOY	9680017	TREASURE ISD	Review Use Permits; Marina Term Sheet; Afford		2.00	\$388.00	\$0.00	\$388.00
09/14/04	STAC	9680017	TREASURE ISD	Meet with Kana & Rick to discuss transportation		5.00	\$950.00	\$0.00	\$950.00
09/10/04	COOP	9680017	TREASURE ISD	Send K. McClellan review of Sausalito case, info		1.00	\$184.00	\$0.00	\$184.00
09/10/04	JESS	9680017	TREASURE ISD	TIDA meeting issue		0.25	\$48.50	\$0.00	\$48.50
09/13/04	STAC	9680017	TREASURE ISD	and discuss outstanding transportation issues, res		2.00	\$380.00	\$0.00	\$380.00
09/10/04	ROLN	9680017	TREASURE ISD	p/c with Shalonda Baldwin regarding employme		1.50	\$274.50	\$0.00	\$274.50
09/10/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Peter Summerville,		1.75	\$339.50	\$0.00	\$339.50
09/10/04	CHOY	9680017	TREASURE ISD	Review Proforma, Marina Term Sheet, Addendu		2.25	\$436.50	\$0.00	\$436.50
09/09/04	CHOY	9680017	TREASURE ISD	Meet with Michael Cohen & Jack Sylvan; confer		1.25	\$242.50	\$0.00	\$242.50
09/09/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Jonathan Rolnick, M		3.00	\$582.00	\$0.00	\$582.00
09/09/04	CHOY	9680017	TREASURE ISD	Review Use Permits; CalPERS docs, resolutions		2.00	\$388.00	\$0.00	\$388.00

# Time and Expenses by Department

07/01/04 through 12/31/04

ECNTI Treasure Island

Date	Staff	File #	Keyword	Comments	Hours	Time Costs	Expenses	Total
09/09/04	ROLN	9680017	TREASURE ISD	telephone conf. with Mr. Choy re employment re traffic mitigation measures for Bay Bridge traffic	0.50	\$91.50	\$0.00	\$91.50
09/09/04	STAC	9680017	TREASURE ISD	Prepare for and meet w/TIDA re CEC issues	1.50	\$285.00	\$0.00	\$285.00
09/09/04	SANR	9680017	TREASURE ISD	Telephone conferences with Michael Cohen, Jay	1.25	\$228.75	\$0.00	\$228.75
09/08/04	CHOY	9680017	TREASURE ISD	Review Use Permits, CalPERS materials, agenda	1.00	\$194.00	\$0.00	\$194.00
09/08/04	CHOY	9680017	TREASURE ISD	TIDA Board meeting	3.00	\$582.00	\$0.00	\$582.00
09/07/04	CHOY	9680017	TREASURE ISD	Attend TICAB meeting.	4.00	\$776.00	\$0.00	\$776.00
09/07/04	COOP	9680017	TREASURE ISD	Review files for meeting with S. Larrano and M. transportation issues, dEIR	2.00	\$388.00	\$0.00	\$388.00
09/08/04	STAC	9680017	TREASURE ISD	DEIR issues	1.00	\$184.00	\$0.00	\$184.00
09/07/04	STAC	9680017	TREASURE ISD	Telephone conferences with Ralph Ochoa, Linda	1.00	\$190.00	\$0.00	\$190.00
09/07/04	CHOY	9680017	TREASURE ISD	Review THDI Agreement, Agenda, Master Dev	2.00	\$388.00	\$0.00	\$388.00
09/07/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Kate Stacy, Peter Su	4.50	\$873.00	\$0.00	\$873.00
09/02/04	CHOY	9680017	TREASURE ISD	Review Retrocession, CalPERS Conflict of Inter	2.75	\$533.50	\$0.00	\$533.50
09/02/04	CHOY	9680017	TREASURE ISD	Conference with Kate Stacy re Marina	3.00	\$582.00	\$0.00	\$582.00
09/01/04	COOP	9680017	TREASURE ISD	research requested by K. McClellan on Sausalvit	1.00	\$194.00	\$0.00	\$194.00
09/02/04	SILV	9680017	TREASURE ISD	Prepare services contract for EPS; confer with D	1.50	\$276.00	\$0.00	\$276.00
09/02/04	STAC	9680017	TREASURE ISD	transportation issues; marina issues; meet w/ D.	4.00	\$512.00	\$0.00	\$512.00
09/01/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Ellie Wright, Kyri M	2.00	\$380.00	\$0.00	\$380.00
09/01/04	CHOY	9680017	TREASURE ISD	Conference with Chris Silva	2.50	\$485.00	\$0.00	\$485.00
09/01/04	CHOY	9680017	TREASURE ISD	Review CalPERS materials, EPS Contract; TIDA	0.25	\$48.50	\$0.00	\$48.50
08/31/04	SANR	9680017	TREASURE ISD	t/c McClellan & White re SB 1873; Review lette	5.25	\$1,018.50	\$0.00	\$1,018.50
09/01/04	SILV	9680017	TREASURE ISD	Prepare professional services contract for EPS; c	0.50	\$91.50	\$0.00	\$91.50
09/01/04	STAC	9680017	TREASURE ISD	review marina questions	0.50	\$576.00	\$0.00	\$576.00
08/31/04	CHOY	9680017	TREASURE ISD	Draft BOS resolution approving CalPERS contra	1.50	\$285.00	\$0.00	\$285.00
08/31/04	CHOY	9680017	TREASURE ISD	Modify TICAB Bylaws amendment; staff summ	1.00	\$194.00	\$0.00	\$194.00
08/31/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Karen Knowles-Pie	3.00	\$582.00	\$0.00	\$582.00
08/30/04	SANR	9680017	TREASURE ISD	t/c Cooper re SB 1873; review CEC package & e	2.00	\$388.00	\$0.00	\$388.00
08/31/04	SILV	9680017	TREASURE ISD	Prepare, finalize services agreements (Rubicon,	1.00	\$183.00	\$0.00	\$183.00
08/31/04	STAC	9680017	TREASURE ISD	EIR issues, planning process for marina; discuss	1.50	\$192.00	\$0.00	\$192.00
08/27/04	CHOY	9680017	TREASURE ISD	Review Use Permits, CalPERS materials; Person	2.00	\$380.00	\$0.00	\$380.00
08/30/04	CHOY	9680017	TREASURE ISD	Telephone conference with Tina Pasco, Kelli Ao	1.50	\$291.00	\$0.00	\$291.00
08/30/04	CHOY	9680017	TREASURE ISD	Review CalPERS contract resolution, misc. form	0.50	\$97.00	\$0.00	\$97.00
08/26/04	SILV	9680017	TREASURE ISD	Review, revise Toolworks and TIDHI agreemen	3.00	\$582.00	\$0.00	\$582.00
08/27/04	SILV	9680017	TREASURE ISD	Review, revise Toolworks agreement.	5.75	\$736.00	\$0.00	\$736.00
08/27/04	CHOY	9680017	TREASURE ISD	Telephone conference with Molly Stump.	2.25	\$288.00	\$0.00	\$288.00
					0.25	\$48.50	\$0.00	\$48.50

# Time and Expenses by Department

07/01/04 through 12/31/04

07/07/04 through 12/31/04								ECNTI	Treasure Island
Date	Staff	File #	Keyword	Comments	Hours	Time Costs	Expenses		
08/25/04	JACO	9680017	TREASURE ISD	Advise regarding SEIT's.	0.25	\$42.50	\$0.00		
08/26/04	CHOY	9680017	TREASURE ISD	Telephone conference with John Rolnick.	0.50	\$97.00	\$0.00		
08/26/04	CHOY	9680017	TREASURE ISD	Review CalPERS materials; Use Permits.	1.50	\$291.00	\$0.00		
08/25/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Tina Pasco, Peter S	1.00	\$194.00	\$0.00		
08/25/04	CHOY	9680017	TREASURE ISD	Review Use Permits, Ochoa letter; Resolution of	2.00	\$388.00	\$0.00		
08/25/04	SILV	9680017	TREASURE ISD	Review, revise Rubicon agreement; confer with	4.75	\$608.00	\$0.00		
08/24/04	COOP	9680017	TREASURE ISD	Review AB 2236, other issues on funding shortf	2.00	\$368.00	\$0.00		
08/24/04	SMIT	9680017	TREASURE ISD	Review response to attorney for Hall	0.50	\$102.00	\$0.00		
08/25/04	CHOY	9680017	TREASURE ISD	Conference with Michael Cohen, Tony Hall, Fra	2.50	\$485.00	\$0.00		
08/24/04	CHOY	9680017	TREASURE ISD	Review Ochoa letter; Cal PERS docs; Agency A	2.00	\$388.00	\$0.00		
08/24/04	SANR	9680017	TREASURE ISD	t/c St. Jean re CEC; t/c McDonald re same	0.50	\$91.50	\$0.00		
08/24/04	STUM	9680017	TREASURE ISD	personnel matters: tel w/ Hall; advise Baldwin re	2.00	\$366.00	\$0.00		
08/23/04	STUM	9680017	TREASURE ISD	personnel issues, retirement benefits	0.75	\$137.25	\$0.00		
08/24/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Michael Cohen, Ma	4.00	\$776.00	\$0.00		
08/24/04	CHOY	9680017	TREASURE ISD	Meet with Marcia Rosen, Jim Morales, Ayisha B	1.50	\$291.00	\$0.00		
08/23/04	CHOY	9680017	TREASURE ISD	Conference with Ted Lakey	0.25	\$48.50	\$0.00		
08/23/04	CHOY	9680017	TREASURE ISD	Review Hall Retirement benefits; TIDA Budget;	3.25	\$630.50	\$0.00		
08/23/04	SANR	9680017	TREASURE ISD	t/c Rist re CEC issues	0.50	\$91.50	\$0.00		
08/20/04	CHOY	9680017	TREASURE ISD	Review Use Permits; Employment Agreement; P	3.00	\$582.00	\$0.00		
08/20/04	SILV	9680017	TREASURE ISD	Confer with D. Choy re work order process.	0.50	\$64.00	\$0.00		
08/23/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Molly Stump, Tony	3.00	\$582.00	\$0.00		
08/20/04	SULL	9680017	TREASURE ISD	Telephone conferences regarding DBJ jurisdiction	0.25	\$45.75	\$0.00		
08/20/04	SANR	9680017	TREASURE ISD	Review RPI NOV; emails and t/c Choy re same;	1.00	\$183.00	\$0.00		
08/20/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Ellie Wright, Dan M	3.00	\$582.00	\$0.00		
08/19/04	CHOY	9680017	TREASURE ISD	Michael Cohen, Jack Sylvan	1.00	\$194.00	\$0.00		
08/19/04	SANR	9680017	TREASURE ISD	Emails re CEC letter to Choy	0.25	\$45.75	\$0.00		
08/20/04	SHWE	9680017	TREASURE ISD	examine for Trojans	1.50	\$201.00	\$0.00		
08/19/04	CHOY	9680017	TREASURE ISD	Janet Tolena, Chris Loper, Tina Pasco; Dan D	2.00	\$388.00	\$0.00		
08/19/04	CHOY	9680017	TREASURE ISD	CEC Letter	0.50	\$97.00	\$0.00		
08/19/04	CHOY	9680017	TREASURE ISD	Revise TICAB Bylaws; Use Permits; TIDA Bud	1.25	\$242.50	\$0.00		
08/18/04	STAC	9680017	TREASURE ISD	review responses to comments and transportation	2.00	\$380.00	\$0.00		
08/18/04	SANR	9680017	TREASURE ISD	emails and t/c's Choy & McDonald re CEC issue	2.00	\$366.00	\$0.00		
08/19/04	STAC	9680017	TREASURE ISD	transportation issues; meet with R. Almadi, B. W	4.00	\$760.00	\$0.00		
08/18/04	CHOY	9680017	TREASURE ISD	Frank Gallagher, Tina Pasco, Jim Morales, Ted	3.00	\$582.00	\$0.00		
08/18/04	CHOY	9680017	TREASURE ISD	Frank Gallagher, Tony Hall, Michael Cohen, Jac	2.00	\$388.00	\$0.00		
08/18/04	CHOY	9680017	TREASURE ISD	CEC Lease, Job Postings, Ochoa Contract, PERS	2.00	\$388.00	\$0.00		



# Time and Expenses by Department

07/01/04 through 12/31/04

ECNTI Treasure Island

Date	Staff	File #	Keyword	Comments	Hours	Time Costs	Expenses	Total
08/17/04	SHWE	9680017	TREASURE ISD	examine for virus /clean duped drive	3.00	\$402.00	\$0.00	\$402.00
08/17/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Ellie Wright, Shalo	2.00	\$388.00	\$0.00	\$388.00
08/17/04	CHOY	9680017	TREASURE ISD	Review PERS' Application, Ochoa Contract, MB	2.00	\$388.00	\$0.00	\$388.00
08/16/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Ellie Wright, Frank	2.00	\$388.00	\$0.00	\$388.00
08/16/04	CHOY	9680017	TREASURE ISD	Review Conflict of Interest; MBE/WBE, Campa	4.00	\$776.00	\$0.00	\$776.00
08/17/04	STAC	9680017	TREASURE ISD	transportation issues	2.50	\$475.00	\$0.00	\$475.00
08/16/04	SILV	9680017	TREASURE ISD	Telephone calls with Shute, Mihaly re execution	0.75	\$96.00	\$0.00	\$96.00
08/16/04	SILV	9680017	TREASURE ISD	Prepare email to accounting re new work order.	0.25	\$32.00	\$0.00	\$32.00
08/16/04	JACO	9680017	TREASURE ISD	Confer w/ DC regarding conflict of interest code	0.50	\$85.00	\$0.00	\$85.00
08/13/04	CHOY	9680017	TREASURE ISD	Conference with Tina Pasco, Michael Cohen.	0.50	\$97.00	\$0.00	\$97.00
08/13/04	CHOY	9680017	TREASURE ISD	Review Payroll processing; CalPERS; Ochoa Co	3.00	\$582.00	\$0.00	\$582.00
08/16/04	STAC	9680017	TREASURE ISD	transportation issues	1.00	\$190.00	\$0.00	\$190.00
08/12/04	SILV	9680017	TREASURE ISD	Confer with D. Choy re co-counsel agreement (S	0.75	\$96.00	\$0.00	\$96.00
08/13/04	SHWE	9680017	TREASURE ISD	test/install HDD	4.00	\$536.00	\$0.00	\$536.00
08/13/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Linda Ross, Molly S	2.00	\$388.00	\$0.00	\$388.00
08/12/04	CHOY	9680017	TREASURE ISD	Conference with Michael Cohen, Jack Sylvan, _	2.00	\$388.00	\$0.00	\$388.00
08/12/04	CHOY	9680017	TREASURE ISD	Review Employment materials; PERS; Conflict	2.00	\$388.00	\$0.00	\$388.00
08/12/04	SANR	9680017	TREASURE ISD	Emails re liquefaction testing	0.50	\$91.50	\$0.00	\$91.50
08/11/04	CHOY	9680017	TREASURE ISD	Review PERS materials, SFRA Hiring materials	2.00	\$388.00	\$0.00	\$388.00
08/12/04	STAC	9680017	TREASURE ISD	EIR issues; transportation analysis; comments	2.50	\$475.00	\$0.00	\$475.00
08/12/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Shalonda Baldwin,	1.00	\$194.00	\$0.00	\$194.00
08/11/04	CLEV	9680017	TREASURE ISD	confer w/ K. Stacy re transportation mitigation an	0.25	\$42.50	\$0.00	\$42.50
08/11/04	CHOY	9680017	TREASURE ISD	Conference with Linda Ross, Tony Hall, Ralph O	2.50	\$485.00	\$0.00	\$485.00
08/11/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Ellie Wright, Shalo	2.00	\$388.00	\$0.00	\$388.00
08/10/04	SILV	9680017	TREASURE ISD	Revise, finalize co-counsel agreement (Shute, M	2.00	\$256.00	\$0.00	\$256.00
08/10/04	SILV	9680017	TREASURE ISD	Telephone calls with B. White re co-counsel agr	0.50	\$64.00	\$0.00	\$64.00
08/11/04	STAC	9680017	TREASURE ISD	meet with R. Cooper, R. Kohlstrand & R. Alma	5.00	\$950.00	\$0.00	\$950.00
08/10/04	CHOY	9680017	TREASURE ISD	Linda Ross, Molly Stump, Ed Harrington, Monia	3.00	\$582.00	\$0.00	\$582.00
08/10/04	CHOY	9680017	TREASURE ISD	Use permits, contracts, PERS materials and issue	2.50	\$485.00	\$0.00	\$485.00
08/10/04	STUM	9680017	TREASURE ISD	TIDA pers process, hiring additional staff at SFR	0.75	\$137.25	\$0.00	\$137.25
08/09/04	STUM	9680017	TREASURE ISD	w/ SBaldwin re PERS application; rev and revise	0.50	\$91.50	\$0.00	\$91.50
08/10/04	STAC	9680017	TREASURE ISD	transportation issues; historic resource issues	1.50	\$285.00	\$0.00	\$285.00
08/10/04	CHOY	9680017	TREASURE ISD	Linda Ross, Molly Stump, Michael Cohen, Tony	2.00	\$388.00	\$0.00	\$388.00
08/09/04	CHOY	9680017	TREASURE ISD	Conference with Chris Silva.	0.25	\$48.50	\$0.00	\$48.50
08/09/04	CHOY	9680017	TREASURE ISD	Review Use Permits; misc. files	1.00	\$194.00	\$0.00	\$194.00
08/09/04	ROLN	9680017	TREASURE ISD	p/c with Ms. Conroy re ongoing personnel issues	0.25	\$45.75	\$0.00	\$45.75

# Time and Expenses by Department

07/01/04 through 12/31/04

				ECNT1 Treasure Island			
Date	Staff	File #	Keyword	Comments	Hours	Time Costs	Expenses
08/06/04	ROLN	9680017	TREASURE ISD	misc. issues re personnel matters including p/c w	1.25	\$228.75	\$0.00
08/09/04	STAC	9680017	TREASURE ISD	w/ J. Wallace, C. Olson, R. Cooper & J. Sylvan	3.00	\$380.00	\$0.00
08/09/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Linda Ross, Michael	2.00	\$582.00	\$0.00
08/06/04	CHOY	9680017	TREASURE ISD	Jared Blumenthal, Rona Sandler, Michael Cohen	5.00	\$970.00	\$0.00
08/06/04	SANR	9680017	TREASURE ISD	Meet w/Blumenthal & MOED re issues; emails M	2.00	\$366.00	\$0.00
08/06/04	STUM	9680017	TREASURE ISD	research and draft HSS resolution for TIDA Bd;	3.75	\$686.25	\$0.00
08/06/04	JACO	9680017	TREASURE ISD	Confer w/ DC regarding conflict of interest code	0.25	\$42.50	\$0.00
08/06/04	CHOY	9680017	TREASURE ISD	Linda Ross, Molly Stump, Michael Cohen	1.00	\$194.00	\$0.00
08/06/04	CHOY	9680017	TREASURE ISD	Prepare Certification of Satisfaction of Conditio	2.00	\$388.00	\$0.00
08/05/04	CHOY	9680017	TREASURE ISD	Prepare contract for executions	1.00	\$194.00	\$0.00
08/05/04	CHOY	9680017	TREASURE ISD	Track Hall's resolution; use permits; resolutions	2.00	\$388.00	\$0.00
08/05/04	SALV	9680017	TREASURE ISD	Linda Ross; Tony Hall, Frank Gallagher, Michae	3.00	\$582.00	\$0.00
08/05/04	COOP	9680017	TREASURE ISD	Confer with J. Rolnick re experts; identify poten	0.50	\$95.00	\$0.00
08/05/04	CHOY	9680017	TREASURE ISD	Brief A. Albertson on problems with ramp bill.	0.50	\$92.00	\$0.00
08/04/04	CHOY	9680017	TREASURE ISD	Linda Ross, Michael Cohen, Jack Sylvan, Peter	2.00	\$388.00	\$0.00
08/04/04	CHOY	9680017	TREASURE ISD	Employment agreement, Agency agreement, reso	2.00	\$388.00	\$0.00
08/05/04	STAC	9680017	TREASURE ISD	TIDA Board Special Meeting: Ethics Commissio	5.50	\$1,067.00	\$0.00
08/04/04	JACO	9680017	TREASURE ISD	prepare for and attend teleconf w/ Navy re real e	2.00	\$380.00	\$0.00
08/04/04	CHOY	9680017	TREASURE ISD	Research and advise regarding government code	1.00	\$170.00	\$0.00
08/04/04	CHOY	9680017	TREASURE ISD	Linda Ross, Steve Kawa, Marcia Rosen, Jesse S	3.00	\$582.00	\$0.00
08/04/04	STAC	9680017	TREASURE ISD	Claudine Cheng, Linda Ross, Penny Nakata, Ma	2.00	\$388.00	\$0.00
08/04/04	DELV	9680017	TREASURE ISD	EIR issues and set up meetings	1.00	\$190.00	\$0.00
08/04/04	COOP	9680017	TREASURE ISD	treasure island development authority agenda qu	0.50	\$100.50	\$0.00
08/04/04	COOP	9680017	TREASURE ISD	Prepare talking points for S. Kawa	1.00	\$184.00	\$0.00
08/03/04	CHOY	9680017	TREASURE ISD	Revise resolutions re Tony Hall	2.00	\$388.00	\$0.00
08/03/04	CHOY	9680017	TREASURE ISD	Conflicts of interest; Sunshine; employment con	4.00	\$776.00	\$0.00
08/03/04	SMIT	9680017	TREASURE ISD	(TIDA) CW's Ross, Choy	2.00	\$408.00	\$0.00
08/03/04	COOP	9680017	TREASURE ISD	Consult with Sacramento lobbyists and M. Cohe	1.00	\$184.00	\$0.00
08/03/04	CHOY	9680017	TREASURE ISD	Linda Ross, Marcia Rosen, Michael Cohen, Pete	3.00	\$582.00	\$0.00
08/03/04	CHOY	9680017	TREASURE ISD	Linda Ross, Jesse Smith	1.00	\$194.00	\$0.00
08/03/04	SILV	9680017	TREASURE ISD	Telephone call with B. White re outstanding bill	1.50	\$192.00	\$0.00
08/03/04	SILV	9680017	TREASURE ISD	Prepare memo to J. Sylvan re outstanding co-cou	1.25	\$160.00	\$0.00
08/03/04	STAC	9680017	TREASURE ISD	EIR and responses to comments issues; meeting	1.00	\$190.00	\$0.00
08/02/04	CHOY	9680017	TREASURE ISD	Chris Silva	0.25	\$48.50	\$0.00
08/02/04	CHOY	9680017	TREASURE ISD	Special Meeting: Hall Employment Contract; Jar	4.25	\$824.50	\$0.00
08/02/04	SILV	9680017	TREASURE ISD	Telephone call with B. White (Shute, Mihaly) re	0.75	\$96.00	\$0.00

# Time and Expenses by Department

07/01/04 through 12/31/04

## ECNTI Treasure Island

Date	Staff	File #	Keyword	Comments	Hours	Time Costs	Expenses	Total
08/02/04	SILV	9680017	TREASURE ISD	Revise co-counsel agreement (Shute, Mihaly) re	0.50	\$64.00	\$0.00	\$64.00
08/02/04	STAC	9680017	TREASURE ISD	EIR and responses to comments issues	1.00	\$190.00	\$0.00	\$190.00
08/02/04	CHOY	9680017	TREASURE ISD	Linda Ross, Peter Summerville, Marcia Rosen, J	1.50	\$291.00	\$0.00	\$291.00
07/30/04	CHOY	9680017	TREASURE ISD	Linda Ross, Michael Cohen, Peter Summerville	1.00	\$194.00	\$0.00	\$194.00
07/30/04	CHOY	9680017	TREASURE ISD	Draft resolutions, agenda, special meeting, notic	2.00	\$388.00	\$0.00	\$388.00
07/30/04	CHOY	9680017	TREASURE ISD	Use permits; employment agreement; misc. files	1.00	\$194.00	\$0.00	\$194.00
07/29/04	CHOY	9680017	TREASURE ISD	TICD pro forma, MBE/WBE issues, CEC/Caltra	2.50	\$485.00	\$0.00	\$485.00
07/29/04	SANR	9680017	TREASURE ISD	Review Caltrans lease and email re same; Emails	0.50	\$91.50	\$0.00	\$91.50
07/29/04	CHOY	9680017	TREASURE ISD	Meet with TICD, CH2MHill, Geomatrix, & TID	4.00	\$776.00	\$0.00	\$776.00
07/29/04	CHOY	9680017	TREASURE ISD	Telephone call with B. White re outstanding inv	0.50	\$64.00	\$0.00	\$64.00
07/29/04	SILV	9680017	TREASURE ISD	Linda Ross, Jack Sylvan, Marc McDonald	0.50	\$97.00	\$0.00	\$97.00
07/29/04	CHOY	9680017	TREASURE ISD	Michael Cohen, Jack Sylvan, Kyri McClellan	1.50	\$291.00	\$0.00	\$291.00
07/28/04	CHOY	9680017	TREASURE ISD	Chris Silva re outside counsel contracts	0.50	\$97.00	\$0.00	\$97.00
07/29/04	SILV	9680017	TREASURE ISD	Telephone call with B. White (Shute, Mihaly) re	0.50	\$64.00	\$0.00	\$64.00
07/27/04	CHOY	9680017	TREASURE ISD	Telephone calls with S. Martinez re outstanding	0.75	\$96.00	\$0.00	\$96.00
07/28/04	CHOY	9680017	TREASURE ISD	Review Caltrans sublease, CEC sublease, Delanc	5.25	\$1,018.50	\$0.00	\$1,018.50
07/28/04	CHOY	9680017	TREASURE ISD	Claudine Cheng, Linda Ross, Jesse Smith, Paula	1.50	\$291.00	\$0.00	\$291.00
07/26/04	CHOY	9680017	TREASURE ISD	Special Meeting; Executive Director issues; MB	5.00	\$970.00	\$0.00	\$970.00
07/26/04	CHOY	9680017	TREASURE ISD	Review MB Housingand Development Plan; Use	3.50	\$679.00	\$0.00	\$679.00
07/26/04	CHOY	9680017	TREASURE ISD	Telephone conference with Jack Sylvan.	0.25	\$48.50	\$0.00	\$48.50
07/27/04	SILV	9680017	TREASURE ISD	Research, review co-counsel invoices re outstand	1.00	\$128.00	\$0.00	\$128.00
07/26/04	STAC	9680017	TREASURE ISD	responses to comments; traffic mitigation measu	6.00	\$1,140.00	\$0.00	\$1,140.00
07/26/04	SILV	9680017	TREASURE ISD	Telephone call with HRC re McDonough's comp	0.50	\$64.00	\$0.00	\$64.00
07/26/04	SILV	9680017	TREASURE ISD	Confer with D. Choy re co-counsel contract, out	0.75	\$96.00	\$0.00	\$96.00
07/23/04	CHOY	9680017	TREASURE ISD	Review Appointment of Executive Director; Use	3.00	\$582.00	\$0.00	\$582.00
07/23/04	CHOY	9680017	TREASURE ISD	Conference with Linda Rose, Lexi Truchan.	0.25	\$48.50	\$0.00	\$48.50
07/23/04	CHOY	9680017	TREASURE ISD	Telephone conference with Molly Stump.	0.25	\$48.50	\$0.00	\$48.50
07/22/04	SMIT	9680017	TREASURE ISD	TW's D. Choy	0.50	\$102.00	\$0.00	\$102.00
07/22/04	SANR	9680017	TREASURE ISD	t/c McDonald re CEC Caltrans leases	0.25	\$45.75	\$0.00	\$45.75
07/23/04	CLEV	9680017	TREASURE ISD	confer w/ K. Stacy re responses to comments on T	0.25	\$42.50	\$0.00	\$42.50
07/22/04	CHOY	9680017	TREASURE ISD	Review Use Permits, service contracts, sublease	1.00	\$194.00	\$0.00	\$194.00
07/22/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Jesse Smith, Lexi T	1.00	\$194.00	\$0.00	\$194.00
07/22/04	SMIT	9680017	TREASURE ISD	review and approve opinion re exec. director	0.75	\$153.00	\$0.00	\$153.00
07/21/04	SILV	9680017	TREASURE ISD	Research outstanding co-counsel invoices (Shute	1.00	\$128.00	\$0.00	\$128.00
07/22/04	STAC	9680017	TREASURE ISD	review and revise traffic mitigation measures; re	5.00	\$950.00	\$0.00	\$950.00
07/22/04	CHOY	9680017	TREASURE ISD	Finalize memo re Executive Director.	1.50	\$291.00	\$0.00	\$291.00

# Time and Expenses by Department

07/01/04 through 12/31/04

ECNT1 Treasure Island

Date	Staff	File #	Keyword	Comments	Hours	Time Costs	Expenses	Total
07/21/04	STAC	9680017	TREASURE ISD	discuss traffic mitigation measures w/ R. Ahmad	1.00	\$190.00	\$0.00	\$190.00
07/21/04	SMIT	9680017	TREASURE ISD	Review and revise memo re process for selecting	3.00	\$612.00	\$0.00	\$612.00
07/21/04	SILV	9680017	TREASURE ISD	Revise Shute, Mihaly co-counsel agreement; con	1.75	\$224.00	\$0.00	\$224.00
07/21/04	CHOY	9680017	TREASURE ISD	Review TIDA formats in docs, resolutions; Use	1.00	\$194.00	\$0.00	\$194.00
07/21/04	CHOY	9680017	TREASURE ISD	Conference with Jesse Smith, Chad Jacobs, Clair	1.00	\$194.00	\$0.00	\$194.00
07/21/04	CHOY	9680017	TREASURE ISD	Draft memo re Executive Director.	1.25	\$242.50	\$0.00	\$242.50
07/20/04	CHOY	9680017	TREASURE ISD	Conference with Linda Ross, Molly Stump, Jess	1.00	\$194.00	\$0.00	\$194.00
07/20/04	SILV	9680017	TREASURE ISD	Confer with D. Choy re co-counsel agreement (S	0.75	\$96.00	\$0.00	\$96.00
07/21/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Linda Ross, Jesse S	1.50	\$291.00	\$0.00	\$291.00
07/20/04	CHOY	9680017	TREASURE ISD	Conference with Jack Sylvan, Libby Zeifell, Char	2.50	\$485.00	\$0.00	\$485.00
07/20/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Linda Ross, Molly S	2.00	\$388.00	\$0.00	\$388.00
07/20/04	CHOY	9680017	TREASURE ISD	Review Use Permits, Agency Agreement, Bylaw	1.00	\$194.00	\$0.00	\$194.00
07/19/04	CLEV	9680017	TREASURE ISD	confer w/ K.Stacy re project objectives and revie	0.25	\$42.50	\$0.00	\$42.50
07/20/04	CLEV	9680017	TREASURE ISD	follow-up w/ K.Stacy re project objectives.	0.25	\$42.50	\$0.00	\$42.50
07/20/04	STAC	9680017	TREASURE ISD	and discuss traffic mitigation measures w/ J. Sylv	4.00	\$760.00	\$0.00	\$760.00
07/19/04	SILV	9680017	TREASURE ISD	Prepare co-counsel agreement re tidelands trust e	6.00	\$768.00	\$0.00	\$768.00
07/19/04	STAC	9680017	TREASURE ISD	transportation issues, project objectives, TIDA c	4.50	\$855.00	\$0.00	\$855.00
07/19/04	CHOY	9680017	TREASURE ISD	Use Permits; Service Contracts	0.50	\$97.00	\$0.00	\$97.00
07/16/04	CHOY	9680017	TREASURE ISD	Director Terms, Conflict Issues, Outside Counse	3.00	\$582.00	\$0.00	\$582.00
07/16/04	STUM	9680017	TREASURE ISD	w/ A. Controy re emp issue	0.50	\$91.50	\$0.00	\$91.50
07/16/04	SANR	9680017	TREASURE ISD	Emails re standard K. principles; Con Hart re sam	0.50	\$91.50	\$0.00	\$91.50
07/16/04	CLEV	9680017	TREASURE ISD	review project objectives.	0.50	\$85.00	\$0.00	\$85.00
07/16/04	CHOY	9680017	TREASURE ISD	Annemarie Jack Sylvan, Peter Summerville, Buc	0.75	\$145.50	\$0.00	\$145.50
07/16/04	CHOY	9680017	TREASURE ISD	Revise Marina Term Sheet	1.00	\$194.00	\$0.00	\$194.00
07/15/04	CHOY	9680017	TREASURE ISD	Review Personnel Issue, Marina Term Sheet, Att	2.00	\$388.00	\$0.00	\$388.00
07/15/04	SANR	9680017	TREASURE ISD	t/c Choy re CEC lease issues; t/c Bregman re SF	2.25	\$411.75	\$0.00	\$411.75
07/15/04	STUM	9680017	TREASURE ISD	tel w/ AMC, advise re SFRA transition process	1.50	\$274.50	\$0.00	\$274.50
07/15/04	STAC	9680017	TREASURE ISD	project objectives, comments, transportation ana	3.00	\$570.00	\$0.00	\$570.00
07/15/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Rona Sandler, Lind	0.75	\$145.50	\$0.00	\$145.50
07/15/04	CHOY	9680017	TREASURE ISD	Conference with Linda Ross, Michael Cohen, Ja	3.00	\$582.00	\$0.00	\$582.00
07/14/04	STAC	9680017	TREASURE ISD	responses to comments, project objectives, spon	1.50	\$285.00	\$0.00	\$285.00
07/14/04	SANR	9680017	TREASURE ISD	Review CEC lease for trailer space; emails re CE	1.25	\$228.75	\$0.00	\$228.75
07/14/04	STUM	9680017	TREASURE ISD	advise re SFRA transition process	1.00	\$194.00	\$0.00	\$194.00
07/14/04	CHOY	9680017	TREASURE ISD	Conference with Linda Ross.	4.00	\$776.00	\$0.00	\$776.00
07/14/04	CHOY	9680017	TREASURE ISD	Review Use Permits, Personnel issues, Agenda A	0.50	\$97.00	\$0.00	\$97.00
07/14/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Linda Ross, Bill Sa				

# Time and Expenses by Department

07/01/04 through 12/31/04

Date	Staff	File #	Keyword	Comments	Hours	ECNTI Treasure Island		
						Time Costs	Expenses	Total
07/13/04	CHOY	9680017	TREASURE ISD	Review Statement of Economic Interests, CEC S	1.50	\$291.00	\$0.00	\$291.00
07/13/04	SANR	9680017	TREASURE ISD	Emails re CEC; to McDonald and email Choy re	3.50	\$640.50	\$0.00	\$640.50
07/14/04	ROLN	9680017	TREASURE ISD	travel to and conf. with Ms. Conroy and staff reg	3.00	\$549.00	\$0.00	\$549.00
07/13/04	STAC	9680017	TREASURE ISD	responses to comments	2.00	\$380.00	\$0.00	\$380.00
07/13/04	CHOY	9680017	TREASURE ISD	Meet with Jay Wallace, David, Bethany, Jack Sy	3.00	\$582.00	\$0.00	\$582.00
07/13/04	CHOY	9680017	TREASURE ISD	Telephone conference with Peter Summerville.	0.25	\$48.50	\$0.00	\$48.50
07/12/04	CHOY	9680017	TREASURE ISD	Meeting with Jay Wallace, John Sanger and Jack	1.00	\$194.00	\$0.00	\$194.00
07/12/04	CHOY	9680017	TREASURE ISD	Review Pentecost sublease; CEC sublease, Use P	2.00	\$388.00	\$0.00	\$388.00
07/12/04	SANR	9680017	TREASURE ISD	Review CEC plan, email re same, prepare for CH	0.50	\$91.50	\$0.00	\$91.50
07/09/04	CHOY	9680017	TREASURE ISD	Meet w/GMX & TIDA	2.25	\$411.75	\$0.00	\$411.75
07/12/04	CHOY	9680017	TREASURE ISD	Review Marina Reimbursements, Term Sheet, E	0.75	\$970.00	\$0.00	\$970.00
07/08/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Jack Sylvan, Annem	0.75	\$145.50	\$0.00	\$145.50
07/08/04	CHOY	9680017	TREASURE ISD	Telephone conference with Peter Summerville.	0.25	\$48.50	\$0.00	\$48.50
07/08/04	CHOY	9680017	TREASURE ISD	Conference with Michael Cohen, Jack Sylvan, C	2.50	\$485.00	\$0.00	\$485.00
07/07/04	CHOY	9680017	TREASURE ISD	Review Use Permits; Utilities Report; Marina m	1.00	\$194.00	\$0.00	\$194.00
07/07/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Molly Stump, Peter	4.00	\$776.00	\$0.00	\$776.00
07/06/04	CHOY	9680017	TREASURE ISD	Review Agency Agreement Community Benefits	0.50	\$64.00	\$0.00	\$64.00
07/06/04	CHOY	9680017	TREASURE ISD	Meet with D. Choy re preparation of co-counsel	1.00	\$194.00	\$0.00	\$194.00
07/06/04	CHOY	9680017	TREASURE ISD	Telephone conferences with Jim Morales, Molly	2.50	\$485.00	\$0.00	\$485.00
07/06/04	CHOY	9680017	TREASURE ISD	Meet with TIDC, PUC, Michael Cohen, Annema	1.00	\$194.00	\$0.00	\$194.00
07/02/04	CHOY	9680017	TREASURE ISD	TI/YBI Utility Vulnerability and Risk Assessme	1.50	\$291.00	\$0.00	\$291.00
07/02/04	SANR	9680017	TREASURE ISD	Review Use Permits, Contract extensions, TIDC	0.50	\$91.50	\$0.00	\$91.50
07/06/04	STAC	9680017	TREASURE ISD	Con McDonald re CEC; sign Gym lease	4.00	\$760.00	\$0.00	\$760.00
07/01/04	CHOY	9680017	TREASURE ISD	prepare for and attend CAB meeting; review pro	2.50	\$485.00	\$0.00	\$485.00
07/01/04	CHOY	9680017	TREASURE ISD	Meet with Michael Cohen, Kate Stacy, Annemar	2.50	\$485.00	\$0.00	\$485.00
07/02/04	STUM	9680017	TREASURE ISD	Review Agency Agreement; Use Permit, Contrac	0.75	\$137.25	\$0.00	\$137.25
07/01/04	STUM	9680017	TREASURE ISD	research & advise re SFERS options	2.25	\$411.75	\$0.00	\$411.75
07/01/04	STAC	9680017	TREASURE ISD	tel w/ Morales, Conroy; nego and confirm revise	3.00	\$570.00	\$0.00	\$570.00
07/01/04	CHOY	9680017	TREASURE ISD	meet w/ TIDA staff & CAs to discuss process fo	1.00	\$194.00	\$0.00	\$194.00
08/04/04	HALL	9680017	TREASURE ISD	Telephone conferences with Kate Stacy, Jack Sy	0.00	\$0.00	\$16.95	\$16.95
10/20/04	OKAI	9680017	TREASURE ISD	Acct.# 6601	0.00	\$0.00	\$5,298.76	\$5,298.76
10/20/04	OKAI	9680017	TREASURE ISD	Prof svcs for period ending July 31, 2004	0.00	\$0.00	\$1,012.50	\$1,012.50
09/29/04	WONO	9680017	TREASURE ISD	Prof svcs for period ending August 31, 2004	0.00	\$0.00	\$12,507.90	\$12,507.90
10/20/04	HALL	9680017	TREASURE ISD	DOS: 7/31/04	0.00	\$0.00	\$15.70	\$15.70
10/27/04	HALL	9680017	TREASURE ISD	Field exp reimb	0.00	\$0.00	\$36.73	\$36.73

# Time and Expenses by Department

07/01/04 through 12/31/04

ECNT1 Treasure Island

Date	Staff	File #	Keyword	Comments	Hours	Time Costs	Expenses	Total
11/19/04	HALL	9680017	TREASURE ISD		0.00	\$0.00	\$15.70	\$15.70
12/21/04	OKAI	9680017	TREASURE ISD		0.00	\$0.00	\$1,003.05	\$1,003.05
12/21/04	OKAI	9680017	TREASURE ISD		0.00	\$0.00	\$423.00	\$423.00
12/21/04	OKAI	9680017	TREASURE ISD		0.00	\$0.00	\$51.00	\$51.00
12/23/04	HALL	9680017	TREASURE ISD	Field exp reimb	0.00	\$0.00	\$70.52	\$70.52
			File Total		952.25	\$178,224.75	\$20,451.81	\$198,676.56
			Department Total		952.25	\$178,224.75	\$20,451.81	\$198,676.56

# Time and Expenses by Department

07/01/04 through 12/31/04

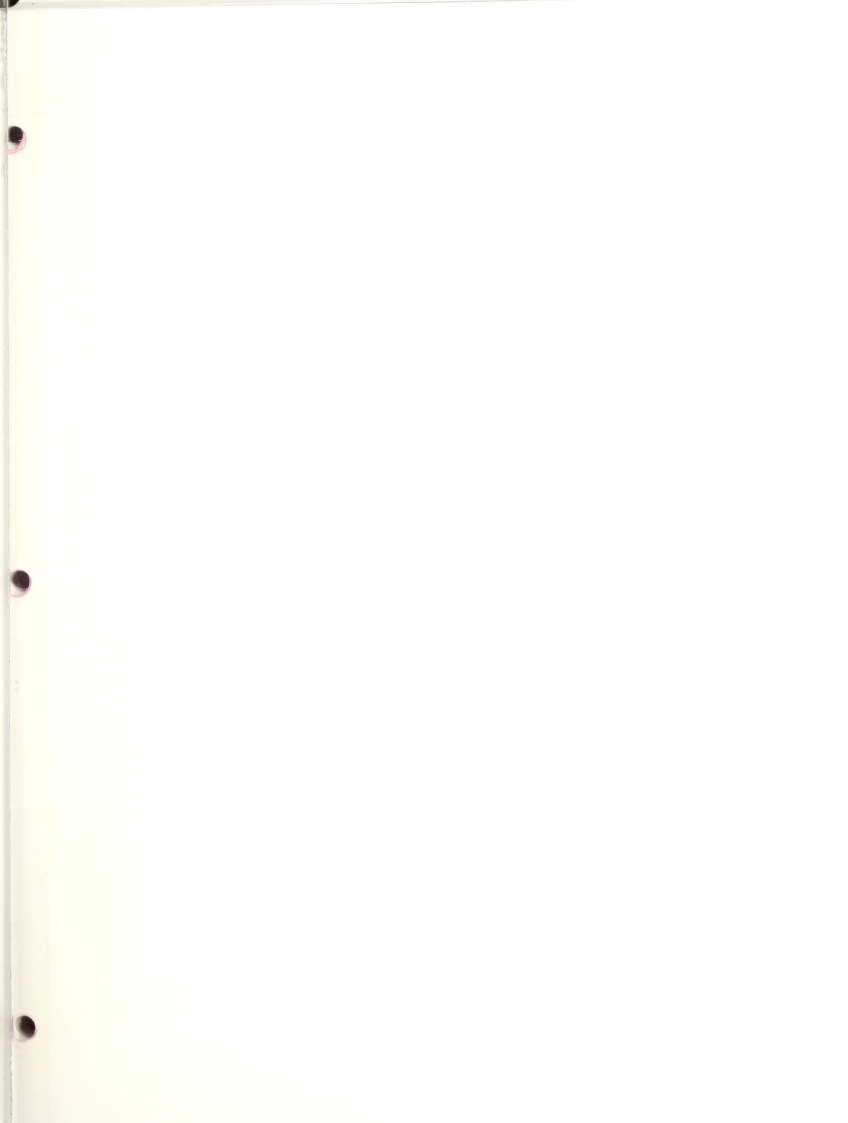
Comments	Hours	Time Costs	Expenses	Total
Grand Total	952.25	\$178,224.75	\$20,451.81	\$198,676.56















San Francisco  
League of  
Conservation  
Voters

7 April 2005

ATTN: Peter Somerville

The Honorable Claudine Cheng, Chair  
And Honorable Board Members  
Treasure Island Development Authority  
410 Avenue of the Palms  
Treasure Island  
San Francisco, CA 94130  
FAX: (415) 274-0299

RE: TREASURE ISLAND DRAFT SUSTAINABILITY PLAN

Dear Ms. Cheng and Board Members,

The San Francisco League of Conservation Voters is a 25-year-old organization, composed of 17 Board Members and 2 Advisory Members. Our mission is to promote environmental protection through active participation in the San Francisco political system and to enhance the integrity of that political system for all San Franciscans. We advance the conservation and protection of natural resources, environmental justice, and sustainability, as well as good government issues and political reforms. Our primary means for achieving these goals are through the legislative, electoral, and public education processes.

One primary focus of our work is the promotion of compact development as a means to prevent sprawl and automobile congestion, along with all of its related environmental and social problems, and to improve our quality of life by creating walkable, transit-oriented neighborhoods. Please visit our website at [www.sflcv.org](http://www.sflcv.org) and experiment with the Density Calculator to explore the relationship between density and factors such as air pollution, resource consumption, and acreage used.

We have reviewed the Draft Sustainability Plan for Treasure and Yerba Buena Islands, and we find that there are a number of elements of the plan with which we agree. We are pleased to see that the Plan includes provisions for green building, water conservation, and sound storm water management. Unfortunately, the Plan, however, does not include a basic, core element necessary for viable, effective long-term sustainability—a smart land use plan that incorporates the principles of compact development.

While the Draft Sustainability Plan lists "compact development preserving open space" as an organizing principle, we have yet to see this principle driving the development



concept. Although density and clustered development is listed under "Land Use" on Page 9 of the DSP, we do not see any definition of "clustering" that would allow us to know whether it has been achieved or not.

Clearly, the land use configuration in the Draft Land Use Plan dated October 2004 does not comply with generally accepted standards for compact communities, which specify that the vast majority of the residential units should be within one-half mile of a retail-commercial center and major transit hub. Unless the land use plan is reconfigured, the development will be automobile-oriented and unsustainable, no matter how many green-building measures are incorporated.

There is a lot at stake. If we fail to design a walkable, bike-able, transit-friendly development that reduces people's dependence on the private automobile, transit service will deteriorate and become prohibitively expensive, Bay Bridge congestion will become even more unbearable, and the retail services that people will need will flounder.

If we do design it right, TI will become a model of sustainability, contributing positively to the creation of community, the regional environment, and the enjoyment of visitors from all over the Bay Area and beyond.

We strongly urge you to insist for additional studies to determine the ideal densities, and land use configuration, transportation system that will best serve a truly clustered development. We also urge you to call for sound studies that reveal the best method of transportation by which visitors will arrive at the Island.

We understand that the Land Use Plan will come before the Board of Supervisors in August. We look forward to reviewing the Land Use Plan, as well as the Transportation Plan, which will be released in May. We are hopeful that the development concepts will be sufficiently revised to assure that the Term Sheet and resulting DDA will provide the basis for a landmark and meaningful sustainable development plan of which we can all be proud.

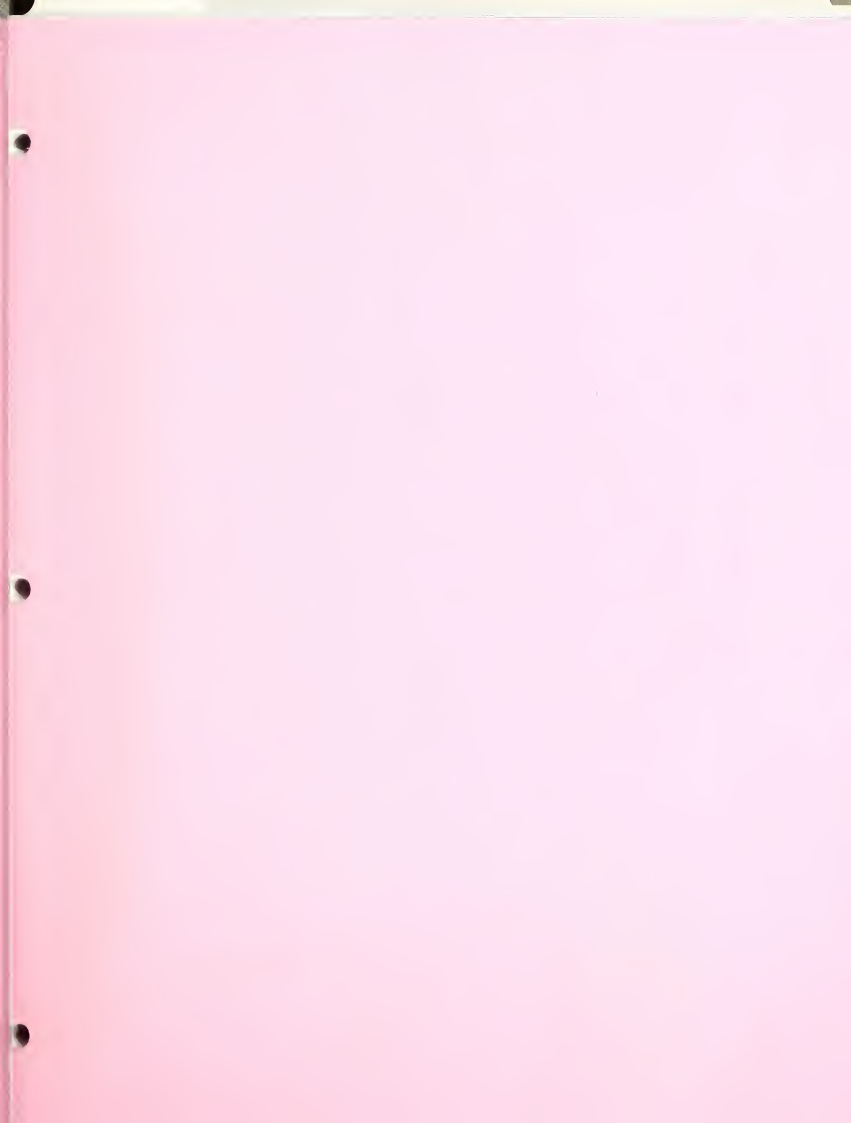
Sincerely,



Amanadeep Jawa

President

San Francisco League of Conservation Voters









development, increasing the acreage of impermeable surface, risking the safety of pedestrians, bicyclists and wildlife, contributing to the congestion that slows public transit, etc., etc.

We are concerned about the tentativeness of this objective on page seven:

"Adopt mitigation measures to minimize any significant impacts that may occur to the traffic congestion on and approaching the Bay Bridge."

The congestion on the Bay Bridge is already at F level and is the cause of major backups in downtown San Francisco. Please see the article, "The Bay Bridge approaches: Congestion is getting worse" in the *Examiner*, March 23, 2005, pages 4-5. Any increase in traffic on the bridge will make the problem worse. We should not be talking about merely minimizing impacts; we should be preventing the situation that causes the impacts.

We are troubled by the reference to "A coordinated transit hub at Pier One." While we support the concept of a coordinated transit hub (bike racks, free bikes, lockers, transit information, sheltered waiting area with benches, etc.) we still have not seen the comparative analysis of projected ridership and of land use considerations related to alternative ferry terminal locations. We hope that independent studies will be conducted prior to the development of the Transportation Plan.

We are glad to see that the Energy section lists as an objective the development of a distributed energy system and that there is emphasis on energy conservation and the production of renewable energy. In addition, we would like to see a commitment to explore the feasibility of Community Choice Aggregation for the islands, whether or not it is adopted for mainland San Francisco.

We are excited by the prospect of TI/YBI becoming a LEED-ND pilot project, as described on page 14. But it is disappointing that there is no objective to integrate the principles of smart growth into the development process for the islands, despite the general discussion about the many advantages of compact development. We need to see a specific commitment to update the October 2004 land use concept to incorporate smart growth to the fullest extent possible.

In our comment letter on the Infrastructure Plan we complained about the difficulty of accessing the plan and asked that future plans be made available in a more timely fashion. We note with gratitude that the Sustainability Plan was posted on the TIDA website within a few days of its initial presentation to the Citizens Advisory Board. Thank you.

Please feel free to contact us for more information or clarification.

Sincerely,



Jennifer Clary, President







April 4, 2005

Ms. Claudine Cheng, Chair  
Board of Directors  
Treasure Island Development Authority  
410 Palm Avenue  
Treasure Island  
San Francisco, CA 94130

Re: Draft Sustainability Plan

Dear Ms. Cheng and Members of the Board of Directors:

The Sierra Club views the redevelopment of Treasure and Yerba Buena Islands as an unparalleled opportunity for San Francisco to become the "City that knows how" in the realm of comprehensive, long-term sustainable development.

We applaud the Draft Sustainability Plan for its many forward-thinking provisions. We believe, however, that we can and must do better if we are to realize the vision of a world-renowned model of sustainability. We must strive for a LEED Platinum certification, and help show the way toward smart growth by becoming a LEED-ND Pilot Project.

We would especially like to see the Sustainability Plan strengthened in the areas of land use, transportation and energy, all inextricably linked.

We are glad that the development aims to be pedestrian/bicycle and transit-oriented. However, as we said in our comment letter on the Infrastructure Plan, to make the islands truly walkable (and bikeable and transit-friendly) requires smart land use planning, with most residential uses within a short walk (less than one half mile) of retail services and transit hubs. The many advantages of smart growth are well alluded to on pages 14 and 15 of the Sustainability Plan, but the plan is seriously flawed by the omission of any commitment to adhere to such clustered development principles. The Land Use Plan needs to be re-visited to incorporate specific goals to achieve compact development and smart growth.

We understand that a revised Land Use Plan is expected to be released this summer, and we are hopeful that the revisions will be based on a fresh look at how best to maximize the clustering of residential units around a neighborhood-

commercial core. We urge the TIDA to remain open-minded regarding the issue of ferry service while studies are conducted to determine whether ferry service can be provided without enormous subsidies, and if so, how the location of the ferry terminal can support the best land use plan and generate the highest ridership.

We are pleased to see several references to the desirability of reducing automobile **use**, but we were unable to find a goal calling for the minimization of car **ownership**. Per capita car ownership in San Francisco is unacceptably high. If the land use and transportation plans for the islands are truly sustainable, many residents will gladly choose a car-free lifestyle, and that should be a major goal.

We are glad that the plan proposes to "limit parking by implementing standards that are below current minimum planning code requirements for both on- and off-street parking," and several of our members would be happy to work with TIDA staff to explore ways to assure that these objectives are met in a meaningful way.

With regard to energy, we are pleased that a Distributed Energy System is being considered, and that a full range of energy conservation and on-site renewable energy provisions are discussed. The plan should note that an important way to reduce energy use is to cluster development, reducing the area that must be served with utilities infrastructure.

In addition, the redevelopment of TI/YBI affords an excellent opportunity to explore municipal power and community choice aggregation. We urge you to support Board of Supervisors Resolution 131-05, which urges that the SF Public Utilities Commission explore the implementation of Community Aggregation on Treasure and Yerba Buena Islands.

Thank you for the opportunity to comment.

Cordially,

  
Becky Evans, Chair  
Executive Committee  
San Francisco Group

---









DENNIS J. HERRERA  
City Attorney



DIRECT DIAL: (415) 554-4748  
E-MAIL: gloria.smith@sfgov.org

March 25, 2005

Ralph M. Ochoa  
The Ochoa Law Firm  
Wells Fargo Center  
400 Capitol Mall, Suite 1850  
Sacramento, CA 95514

Re: Request for Payment of Attorneys' Fees

Dear Mr. Ochoa:

I write in response to your March 23, 2005 letter to Donnell Choy regarding this Office's determination to decline your request for payment of legal fees and your allegations of a conflict of interest. I stand by the determination to decline your request for fees for the reasons stated below. The facts in Mr. Choy's March 2, 2005 letter are accurate and nothing in your most recent letter changes my understanding of those facts.

Neither the City nor TIDA are obligated to pay you for your services. The City Attorney's Office is the legal counsel to TIDA, including Mr. Hall in his official capacity as Director. As Mr. Choy informed you in his letter, my authorized representative or I must first approve any contracts for services by outside law firms to TIDA. Neither any of my deputies nor I have done so. Services of outside law firms must also be performed under a written contract approved and signed by the City Attorney. That written contract must include, among other things, agreement on a billing rate and a maximum amount of fees, and an agreed-upon scope of services. While you attach a written proposal to your recent letter, it is telling that the proposal is not signed, nor do you include any written record of authorization by this Office of the work for which you now request payment. In fact, there exists no written agreement with this Office or TIDA for your performance of those services.

I understand that you were informed more than once that if you wanted to get paid by TIDA for any work that you did, you needed to follow established contracting procedures and get written authorization from this Office. You did not do so. All of the work you performed was done on your own initiative, not based on authorization or direction from this Office, and therefore you provided that work to Director Hall in his private capacity. Indeed, I do not recall

Letter to Ralph Ochoa

Page 2

March 25, 2005

being contacted by Director Hall to consider approving your services as outside counsel in connection with Mr. Hall's retirement benefit package. Nor have I ever spoken with you about this matter. Based on your correspondence and my knowledge of the facts, I would not have approved a contract for outside counsel in this matter. We have the in-house expertise to address the legal issues attendant to securing retirement benefits for TIDA employees, and we have been providing those services to TIDA.

You state in your letter that we suggested that Director Hall was seeking reimbursement of personal legal expenses with public funds. We did not make nor intend to make any such suggestion. This Office's response was directed to you for seeking payment for services that were not authorized.

Finally, while your allegations of conflict of interest and breach of ethical duties hardly merit a response, and while you have no basis to demand any explanation since you are not a client and have no outside counsel relationship with this Office, I nevertheless take this opportunity also to address those issues below.

This Office has acted in accordance with all applicable professional and ethical responsibilities with respect to this billing dispute with you and in our continuing representation of TIDA, including Director Hall. The exchange of correspondence between you and my Office on this matter has nothing to do with our legal representation of TIDA. Those communications were not governed by any attorney-client or other privilege. And nothing in the letters affects in any way our ability or commitment to represent TIDA. We stand ready to continue to provide the best possible legal advice to TIDA, including Director Hall in his official capacity, as we do with all of our clients.

Accordingly, I confirm the previous determination of this Office denying your request for payment. In your letter you request a meeting to provide a full explanation of the facts, and I am prepared to meet with you.

Very truly yours,

  
DENNIS J. HERRERA  
City Attorney

cc: TIDA Board  
Steve Kawa







# THE OCHOA LAW FIRM

*Attorneys at Law*

April 7, 2005

Peter Summerville  
Secretary, TIDA Board of Directors (TIDA)  
410 Avenue of Palms  
Bldg. 1, 2<sup>nd</sup> Floor  
San Francisco CA 94130



Dear Mr. Summerville,

I would like to request that you please distribute this information in its entirety to the TIDA Board of Directors. I believe it will be elucidating.

My intent is to offer a clearer picture, and, a more complete and appropriate context for the March 25, 2005 letter forwarded to you (the TIDA Board) by San Francisco City Attorney Dennis Herrera.

If Mr. Herrera has provided the TIDA Board Members with all the documents which I have submitted, please indulge this duplication. However, if this is the first time you have seen all of these documents, I implore you to peruse them. In particular, see the attached letter from The Ochoa Law Firm to Mr. Donnell Choy dated March 23, 2005.

The simple fact is, that I performed legal services in multiple instances, which service, inured to the benefit of TIDA. In my view, and, I submit evidence to substantiate my claim, all my work was performed at the request of various employees of either the Mayor's Office, Steve Kawa the City Attorney's Office, Deputy City Attorneys Linda Ross and Donnell Choy, and Deputy City Attorney Michael Cohen (from both TIDA and the Mayor's Office).

These representatives of the City Attorney indicated to me that their office did not have the experience or the expertise to timely and expeditiously complete these assignments. Hence, my experience and the resources of my firm were required.

Moreover, the legal tasks which I performed as a partner of The Ochoa Law Firm, were under exigent circumstances and within time sensitive deadlines. Work performed under exigent circumstances ordinarily vitiates the general requirements to have a pre-existing signed contract before

Los Angeles

San Francisco

Washington, D.C.

Madison, WI

San Francisco, CA

Capitol Mall

Suite 1850

San Francisco, CA 94114

Telephone 916/447-3383

Facsimile 916/447-3495

commencing work. Additionally, I had submitted, at Donnell Choy's request, the proposal to contract for the legal services at issue.

Mr. Herrera, in his March 25, 2005 letter addressed to Mr. Ochoa, states that a signed contract must exist between the City Attorney and outside counsel, in order that any legal service performed by said outside law firm is billable. However, Mr. Herrera does not offer information regarding exceptions to that general rule. In exigent circumstances, i.e. emergency type of situations, the City Attorney can authorize outside law firms to commence work on a case/issue, because "time is of the essence". If an issue needs immediate attention to avoid irreparable damage, then, the general rule i.e. pre-existing signed contract, can be waived.

My experience with bureaucracies is that they are, by nature, slow to act. My expectations, as I worked with Mr. Choy, was that if a decision had occurred whereby the San Francisco City Attorney's Office decided to reject the contract proposal submitted by The Ochoa Law Firm, that would have been communicated to me.

Mr. Herrera refers to the proposal submitted to his office, at Mr. Choy's express request. He states that said proposal is not signed. Mr. Herrera continues, "I understand that you were informed more than once that if you wanted to get paid by TIDA for any work that you did, you needed to follow established contracting procedures and get written authorization from this Office".

Is it not incredible, that The Ochoa Law Firm, submits a written proposal in compliance with the protocol articulated by Mr. Herrera; and, requested by Mr. Choy, but, Mr. Herrera, et al, never respond "in writing" that said proposal was accepted or rejected?

The first assignment which Steve Kawa told me that my special knowledge would be utilized, was to assure that CalPERS would accomplish the necessary processing and appropriate documentation to transfer a new TIDA employee from the City of San Francisco retirement program to CalPERS within a critical time frame.

In a meeting at San Francisco City Hall on August 4, 2004, in which both Linda Ross and Donnell Choy participated, as well as myself, Linda Ross clearly said to all present that the undersigned's good offices would be retained to collaborate with Mr. Choy to ensure that specific elements of a specific employment contract dealing with CalPERS would be in compliance and, accomplished on schedule. Working in close coordination with TIDA's legal counsel, Mr. Donnell Choy, the assignment was accomplished par excellence, and in record time; and, at cost substantially less than some firms have billed for legal work performed on TIDA's behalf.

Other assignments included requests by Mr. Michael Cohen that I endeavor to facilitate an opportunity(ies) for the legislative advocates for the City of San Francisco, to more directly interact with operatives in the Governor's Office in order to

communicate important date regarding a specific bill with serious implications to San Francisco, and, possibly, TIDA. The California Legislature and the Governor were nearing the end of budget negotiations, so "time was of the essence", i.e. exigent circumstances, thus, I accepted the assignment and accomplished the task.

An issue arose regarding the opportunity for TIDA to utilize the services of a Professional Employment Organization. Such "PEO" companies effectively perform all of the administrative functions for an organization. This seemed a palatable idea which could provide both, needed administrative functions, plus, a possible cost savings.

Mr. Choy had identified a specific PEO company, LGS Local Government Services. Mr. Choy indicated that he was not experienced with PEO's. The Ochoa Law Firm had experience with PEO's, and therefore, when I was asked whether I could offer an experienced opinion on the pros and cons of a PEO, I did so. On request, I engaged with Mr. Choy in a vetting process as to whether a PEO would be advantageous to TIDA; and, if so, which company, offering what particular legal structure, would be best suited to TIDA. Again, an enormous amount of work had to be performed by a certain time in order to have a complete package for a particular meeting of the TIDA Board.

Furthermore, if Mr. Herrera "understands that you (Ochoa) were informed more than once that if you wanted to get paid...", from whom does Mr. Herrera understand this information? If the source is Mr. Choy, he is the person who expressly requested a written proposal, when I inquired as to the procedure to ensure payment for work performed by me (The Ochoa Law Firm).

Moreover, Mr. Herrera and/or Mr. Choy had a duty to advise me in writing what the determination was with regard to the submitted written proposal to perform legal services for the San Francisco City Attorney's Office. Neither Mr. Herrera, nor Mr. Choy did so, in spite of the opportunity available to them.

Furthermore, Mr. Herrera makes an issue of his not being contacted by either Mr. Hall or myself. Much of my legal work was in conjunction with Mr. Choy, and, always with his approval. We discussed issues, problems, timetables, strategies and more. We shared drafts of letters; specific language re: resolutions; participated together and with others on dozens of telephone conferences. In my view, it was Mr. Choy's responsibility to keep Mr. Herrera apprised of our collective work; and, I re-emphasize, The Ochoa Law Firm had every reasonable expectation its submitted written proposal would be appropriately signed, and thus be fairly compensated for legal services rendered.

Finally, Mr. Herrera endeavors to extricate himself from having to address the fact that he or a staff member at his direction, faxed the letter dated March 25, 2005, wherein Mr. Herrera rejects my payment claim, to the San Francisco Chronicle five days before I received it.

When Mr. Andy Ross, the Chronicle reporter (Matier and Ross Report), telephoned me inquiring about my invoice to the San Francisco City Attorney's Office, and whether my legal services were actually work performed for Director Hall, I was stunned. I told Mr. Andy Ross that I had not received said letter, but, that I was happy to answer his questions. Mr. Ross did not write any story.

Mr. Herrera, has accepted my request for a personal meeting in order that I may share with him the same information I have endeavored to communicate to the Directors of the TIDA Board.

To the extent this issue, which should have been a simple administrative function, has caused you any consternation, I empathize. This imbroglio was unfortunate and unprofessional, and should have been avoided.

If I can be of any assistance in this matter, I would be pleased to answer any questions you, the TIDA Board, may have.

Sincerely,

**THE OCHOA LAW FIRM**



Ralph M. Ochoa

cc: Tony Hall (w/o attachments)  
Dennis Herrera (w/o attachments)  
Steve Kawa (w/o attachments)

Attachments: March 25, 2005 letter (from Herrera)  
March 23, 2005 letter (from Ochoa), with attached  
August 31, 2004 proposal  
March 2, 2005 letter (from Choy)  
February 24, 2005 letter/invoice (from Ochoa)





DENNIS J. HERRERA  
City Attorney

DIRECT DIAL: (415) 554-4748  
E-MAIL: gloria.smith@sfgov.org

March 25, 2005

Ralph M. Ochoa  
The Ochoa Law Firm  
Wells Fargo Center  
400 Capitol Mall, Suite 1850  
Sacramento, CA 95514

Re: Request for Payment of Attorneys' Fees

Dear Mr. Ochoa:

I write in response to your March 23, 2005 letter to Donnell Choy regarding this Office's determination to decline your request for payment of legal fees and your allegations of a conflict of interest. I stand by the determination to decline your request for fees for the reasons stated below. The facts in Mr. Choy's March 2, 2005 letter are accurate and nothing in your most recent letter changes my understanding of those facts.

Neither the City nor TIDA are obligated to pay you for your services. The City Attorney's Office is the legal counsel to TIDA, including Mr. Hall in his official capacity as Director. As Mr. Choy informed you in his letter, my authorized representative or I must first approve any contracts for services by outside law firms to TIDA. Neither any of my deputies nor I have done so. Services of outside law firms must also be performed under a written contract approved and signed by the City Attorney. That written contract must include, among other things, agreement on a billing rate and a maximum amount of fees, and an agreed-upon scope of services. While you attach a written proposal to your recent letter, it is telling that the proposal is not signed, nor do you include any written record of authorization by this Office of the work for which you now request payment. In fact, there exists no written agreement with this Office or TIDA for your performance of those services.

I understand that you were informed more than once that if you wanted to get paid by TIDA for any work that you did, you needed to follow established contracting procedures and get written authorization from this Office. You did not do so. All of the work you performed was done on your own initiative, not based on authorization or direction from this Office, and therefore you provided that work to Director Hall in his private capacity. Indeed, I do not recall

Letter to Ralph Ochoa

Page 2

March 25, 2005

being contacted by Director Hall to consider approving your services as outside counsel in connection with Mr. Hall's retirement benefit package. Nor have I ever spoken with you about this matter. Based on your correspondence and my knowledge of the facts, I would not have approved a contract for outside counsel in this matter. We have the in-house expertise to address the legal issues attendant to securing retirement benefits for TIDA employees, and we have been providing those services to TIDA.

You state in your letter that we suggested that Director Hall was seeking reimbursement of personal legal expenses with public funds. We did not make nor intend to make any such suggestion. This Office's response was directed to you for seeking payment for services that were not authorized.

Finally, while your allegations of conflict of interest and breach of ethical duties hardly merit a response, and while you have no basis to demand any explanation since you are not a client and have no outside counsel relationship with this Office, I nevertheless take this opportunity also to address those issues below.

This Office has acted in accordance with all applicable professional and ethical responsibilities with respect to this billing dispute with you and in our continuing representation of TIDA, including Director Hall. The exchange of correspondence between you and my Office on this matter has nothing to do with our legal representation of TIDA. Those communications were not governed by any attorney-client or other privilege. And nothing in the letters affects in any way our ability or commitment to represent TIDA. We stand ready to continue to provide the best possible legal advice to TIDA, including Director Hall in his official capacity, as we do with all of our clients.

Accordingly, I confirm the previous determination of this Office denying your request for payment. In your letter you request a meeting to provide a full explanation of the facts, and I am prepared to meet with you.

Very truly yours,

  
DENNIS J. HERRERA  
City Attorney

cc: TIDA Board  
Steve Kawa



# THE OCHOA LAW FIRM

*Attorneys at Law*

**CONFIDENTIAL**

March 23, 2005

Donnell Choy, Attorney  
San Francisco City Attorney's Office  
City Hall, Rm. 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco CA 94102

Dear Mr. ~~Choy~~, *Donnell*

The purpose of this letter is to respond, in part, to yours of March 2, 2005. You advise that the City Attorney's Office has declined to honor my request for payment of legal, administrative and legislative services under cover letter dated February 24, 2005. Your letter further states that this law firm submitted billing for work rendered on behalf of TIDA Executive Director Tony Hall albeit "for the period after TIDA hired Mr. Hall".

Contrary to your assertion, none of my time is attributed to work performed on behalf of Director Hall personally. The work involving CalPERS and LGS is related to operations issues related to TIDA and not Director Hall personally; evidenced by the fact Director Hall was already employed by TIDA at the time my services were rendered. My professional services included legislative work involving SB 1873 and meetings with Republican legislators and members of the Governor's cabinet. All of the work my firm performed was specifically requested by Messrs. Cohen and Kawa, Deputy City Attorney Ross and/or you on TIDA's behalf, pursuant to a written proposal. (Please refer to Exhibit A; Ochoa Law Firm proposal for contract with San Francisco City Attorney to render special legal services.)

I am confident that a full explanation of the facts and attendant context will merit reconsideration of my billing. I look forward to meeting with you and City Attorney Herrera to explain why my invoice is appropriate, and should be paid.

Let me turn now to an issue of greater significance than billing. On Friday, March 4, 2005 I received a telephone call from Andy Ross, who introduced himself as a journalist with the San Francisco Chronicle. Mr. Ross asked me questions about the content of your March 2<sup>nd</sup> letter. Of course, I had not yet received your letter and could not answer any questions about it. I was stunned at Mr. Ross' questions about my billing. When I queried Mr. Ross as to how he had obtained the letter prior to me, he was non-responsive. We did discuss background about who requested my services; my legislative qualifications; and my various appointments to high profile commissions such

Los Angeles

Sacramento

Washington, D.C.

Mexico City

Wells Fargo Center

400 Capitol Mall

Suite 1850

Sacramento, CA 95814

Telephone 916/447-3383

Fax 916/447-3383

as the UC Board of Regents by Republican governors, including Governor Schwarzenegger.

As I explain above, your letter mischaracterizes the work I performed and improperly suggests that Director Hall was seeking reimbursement of personal legal expenses with public funds. With all due respect, your letter is factually incorrect. Even if your letter is a public document, it should never have been sent to a reporter because it unfairly and unnecessarily puts both Director Hall and me in a false light. Director Hall may be a public figure, but I am not. I do not appreciate being fodder for some sophomoric news spin.

My office is in receipt of Mr. Hall's letter to Mr. Herrera, dated March 4, 2005. Therein, Director Hall admonishes Mr. Herrera for his poor judgement in what appears to be a deliberate and egregious violation of his duty, vis-à-vis the attorney-client privilege. Director Hall contends that the City Attorney's Office faxed your March 2, 2005 letter to the San Francisco Chronicle. What is the City Attorney's response to this contention? Without addressing the lack of professional courtesy to me, I am very concerned about the breach of the duty of confidentiality to Director Hall and TIDA.

I demand a written explanation from you as to how and why this apparent ethical lapse occurred. Please advise, whether the City Attorney has undertaken an investigation into the matter, or, whether it has been referred to an outside agency. Finally, I demand that the City Attorney disclose if there is any conflict of interest between himself, TIDA or any of its employees.

I look forward to a prompt written response from you on these open issues.

Respectfully,

**THE OCHOA LAW FIRM**

*Ralph M. Ochoa*  
Ralph M. Ochoa

Attachment

cc: Dennis Herrera  
Tony Hall  
Steve Kawa  
Michael Cohen  
Linda Ross



# THE OCHOA LAW FIRM

*Attorneys at Law*

August 13, 2004

FAXED and sent FEDEX

Donnell Choy, Attorney  
San Francisco City Attorney's Office  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco CA 94102

  
Dear Mr. Choy:

Herein, is the proposal we discussed in your offices on Wednesday, August 11, 2004. The notion was that The Ochoa Law Firm would work with Linda Ross in a collaborative effort to facilitate and accelerate the CalPERS coverage of the Treasure Island Development Authority and its employees, vis-à-vis, retirement and pension benefits.

Thank you in advance for the opportunity to submit this proposal. A copy is also being sent to you via Fed Ex this evening.

Respectfully,

THE OCHOA LAW FIRM



Ralph M. Ochoa

cc: Linda Ross, Esq.

Los Angeles

Sacramento

Washington, D.C.

Mexico City

Wells Fargo Center  
400 Capitol Mall  
Suite 1850  
Sacramento, CA 95814  
Telephone 916/447-7383

## CONTRACT AGREEMENT

The Ochoa Law Firm, hereinafter "Firm", is pleased to submit this proposal to the Office of the San Francisco City Attorney, hereinafter "Attorney", describing the unique services which the Firm can provide in one specific project which has recently been initiated by the Attorney. This is our understanding from both, direct personal experiences, and, discussions with Attorney Deputies Linda Ross and Donnell Choy.

### TERM

This contract will begin on or about August 18, 2004 and continue through January 31, 2005. If the Project objective is accomplished before January 31, 2005, the contract will terminate on the date that the California Public Employees' Retirement System (CalPERS) issues its determination that Treasure Island Development Authority (TIDA), as an entity and its employees individually, is accepted for coverage by CalPERS. Services under this contract can be extended beyond January 31, 2005 by mutual agreement of the parties herein.

### SCOPE OF PROJECT

The Attorney is shepherding the effort of TIDA in its application to CalPERS, for the purpose of obtaining pension and retirement coverage for employees of TIDA. TIDA wishes for its whole entity to be covered by CalPERS so that TIDA's independent, stand-alone status will be more thoroughly realized. For purposes not discussed herein, the application must be processed within six months. The sixth (6<sup>th</sup>) month will be January 2005. It is anticipated that due to the traditional December holidays, plus the festivities surrounding the New Year, December and January will be particularly slow vis-a-vis efficiency of a bureaucracy. Thus, it remains imperative that August through October be thoroughly utilized to accelerate the endeavor.

### SCOPE OF PERFORMANCE – FIRM

The Firm will expend its best efforts to complement the activities of the Attorney to insure that the Project, i.e. that TIDA is accepted for pension/retirement benefits by CalPERS within six (6) months (or sooner) from August, 2004.

Mr. Ochoa, Senior Partner of the Firm, will utilize his legal and administrative experiences to communicate with all the necessary and appropriate personnel at CalPERS, in order to facilitate the fruition of said Project.

Because Mr. Ochoa's law offices are located one block from CalPERS offices in Sacramento, it is convenient for Mr. Ochoa to personally visit with the CalPERS personnel responsible for this TIDA project.

Finally, other attorneys in the Firm are also available to render service in this endeavor, if the need arises.

### COMPENSATION

The fees for the above described task(s) will be at the reduced rate which the Firm offers to public entities. The Senior Partner public entity rate for work performed by Ralph M. Ochoa or Jacqueline Rich Moore is \$300.00 per hour. Service performed by Christopher Ochoa, Partner, will be billed at \$250.00 per hour. Based on the number of contacts in person; via telephone; via e-mail; via written letters/memos; plus the element of a sensitive fixed time period, the Firm estimates expending approximately 3-5 hours per week. Based on the Firm's experience with cases similar to this one, we advise that the focused vigilance at the initial phase will insure a minimum of problems and assure a timely, if not, early success.

All reasonable and necessary expenses incurred by the Firm on behalf of the Attorney, such as, photocopying, faxing, long distance telephone costs, courier charges and travel expenses, shall be paid by the Attorney.

Alternatively, if the Attorney prefers a fixed monthly fee, the Firm proposes a fee of \$5,750.00 per month. This manner of compensation places a cap on the monthly cost, irrespective of the fact that the service hours may exceed 5 hours per week.

The Firm is amenable to discussing the fee issue.

The Firm shall invoice the Attorney on a monthly basis for services rendered. The Attorney agrees to pay the Firm within ten (10) days of the invoice date.

### INDEPENDENT CONTRACTOR

In providing services pursuant to this Agreement, the Firm shall not constitute an employee of the Attorney, but shall be deemed an independent contractor with full rights to manage its own employees and to determine the means, methods and manner of providing services under this Agreement. All persons employed by the Firm in connection with this Agreement shall be employees of the Firm and not employees of the Attorney in any respect.

### AMENDMENTS AND INTEGRATION

The parties agree that all changes or modifications hereto shall be in writing and signed by both parties. This Agreement constitutes the entire agreement between the parties.

### CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

### INSURANCE COVERAGE

This Agreement is intended to comply with California Business and Professions Code Section 6148, and, in accordance with such section, the Firm hereby discloses that it maintains errors and omissions insurance coverage applicable to the services rendered hereunder.

### ARBITRATION

The Firm looks forward to a mutually enjoyable relationship with the Attorney. However, lawyers must provide for the unanticipated. Therefore, any disputes that arise between the Firm and the Attorney are subject to the following:

- (a) Any claim or controversy involving the amount of legal fees and/or costs owing or claimed to be owing hereunder shall be submitted to binding arbitration in Sacramento, California, in accordance with the Rules of Procedure for the Hearing of Fee Arbitration by the State



Bar of California, and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

- (b) Any claim or controversy regarding the construction or application of this Agreement, and any claim or controversy arising out of or relating to breach of or performance under this Agreement, including without limitation any claim or controversy involving or alleging that the Firm has committed legal malpractice or otherwise has not performed in accordance with the terms of this Agreement, shall be submitted to arbitration in accordance with the Rules of Commercial Arbitration of the American Arbitration Association, and judgement upon the reward rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall have authority to award reasonable attorneys' fees and other costs incurred in such proceeding.
- (c) YOU ACKNOWLEDGE THAT YOU ARE AWARE THAT BY AGREEING TO ARBITRATE YOU WAIVE ANY RIGHT YOU HAVE TO A COURT OR JURY TRIAL.

#### CONFIDENTIALITY

The parties agree that all information which is, from time to time, disclosed to the Firm or its representatives, agents or employees, by the Attorney or by anyone on behalf of the Attorney, with respect to the services to be performed by the Firm pursuant to this Agreement, or that is learned by the Firm or its representatives, agents or employees in the course of discussions, negotiations or other interactions relating to the services contemplated by this Agreement, whether oral, written, visual or otherwise, any and all extracts, variations or extensions thereof, together with all notes, analysis, compilations, studies or other documents which contain or otherwise reflect such information (the "Confidential Information") is of substantial value and shall be held by the Firm in strictest confidence. Neither the Firm nor any of its representatives, agents or employees, may disclose, disseminate, divulge or make accessible to any third party the Confidential Information without the Attorney's prior written consent. The Firm shall use all reasonable precautions to prevent the disclosure of the Confidential Information in accordance with this Agreement. The Firm shall return to the Attorney all such Confidential Information, which is in a tangible form then in the Firm's possession at the termination of the Firm's services.

### TERMINATION/CANCELLATION

It is understood that the Firm's services may be terminated by the Attorney upon thirty (30) days written notice to the Firm. The Firm reserves the right to terminate services if the Attorney has failed to pay the amount in full as specified in the monthly statement or has failed to cooperate with the Firm in carrying out any reasonable request on the Firm's part. The Firm also retains the right to terminate services if, in its reasonable discretion, continued service to the Attorney would be unethical or impractical.

Acknowledged and Agreed:

Office of the San Francisco City Attorney  
"The Attorney":

By: \_\_\_\_\_

Date: \_\_\_\_\_

The Ochoa Law Firm  
"The Firm"

By: \_\_\_\_\_

Date: \_\_\_\_\_

---

## THE OCHOA LAW FIRM

---

Respect for Tradition. Committed to the Future.

State and Federal laws exert pervasive influence in the daily activities of business enterprise and local government. There continues to be a reassessment of our society by government as it attempts to respond to a changing population. Functioning successfully in this climate demands continual monitoring of laws, administrative orders and regulations that affect both local government and commercial activities.

Traditional law firms address these issues in the usual forum -- the courtroom -- and deal with laws as they exist.

THE OCHOA LAW FIRM is rooted in tradition, but it is not confined to it. Today's complex world increasingly calls for innovative strategies that go beyond the dated approaches.

To more effectively serve its clients, THE OCHOA LAW FIRM has developed the appropriate expertise to represent the client, not only in the courtroom, but before governmental regulatory agencies, administrative agencies, and the legislative arena.

Via this enhanced representation, new strategies and solutions not only become possible but necessary. These strategies may still involve litigation. However, amending a law or persuading a bureaucracy to accept a more reasonable interpretation are avenues adroitly utilized by the Firm.

With this perspective in mind, THE OCHOA LAW FIRM is organized into various divisions: Litigation; Governmental/Administrative Law; Legislative Advocacy; Education; Labor Relations; International Law and Sports Law.

The Firm draws upon the experience of its members and their practical experience as government officials, educators and attorneys to represent clients.

THE OCHOA LAW FIRM was founded in 1978 to meet the demand for professional counsel in government law. In the ensuing years, the Firm met this challenge and expanded its expertise to include capabilities in several other areas of practice.

In brief, THE OCHOA LAW FIRM has come to redefine the approach to legal problems by providing an enlightened perspective and invigorating leadership -- committed to the future.

THE OCHOA LAW FIRM has access to represent clients throughout California, Washington D.C. and Mexico City.

## LEGISLATIVE ADVOCACY DIVISION

Knowledge of the legislative processes, credibility and access characterize the Firm's Legislative Advocacy Division. THE OCHOA LAW FIRM maintains a fully staffed office in Sacramento to effectively serve clients throughout the country and to advise and counsel them on changes in the law and the political climate.

The innovative process in California has led to major changes in its governing process, from term limits for legislators to the creation of a Fair Political Practice Commission with regulations addressing political campaigns and contributions. Longevity becomes a valued asset in a changing environment. THE OCHOA LAW FIRM's twenty-five years in existence makes it a leader in this field.

Professionals in this division have held top positions in federal, state and local government, making them intimately familiar with the legislative regulatory and administrative governmental processes.

Effective representation necessarily involves the proper framing of the legislative or regulatory issue to resolve both the clients' needs and, the associated problems of the affected law or regulators.

On behalf of its clients, the Firm works directly with those in government at the federal, state or local level, who develop legislation and implement regulatory policies. Using a range of strategies, from educating administration policy-makers to advocating changes in law, THE OCHOA LAW FIRM focuses on the most effective stratagems to resolve the clients' problems.

Areas in which the Firm provides counsel and representation include:

- GOVERNMENTAL/POLITICAL    □ STRATAGEMS DESIGN/ANALYSIS

## LITIGATION DIVISION

THE OCHOA LAW FIRM provides comprehensive legal services to large corporations, public entities, and small businesses and organizations, among others.

Representation may include formation of business organizations, such as corporations and partnerships. Services additionally encompass such matters as negotiating and drafting agreements, business and real estate purchases.

Although the Firm is committed to providing legal advice to avoid expensive litigation, there are instances where litigation becomes an avenue that a party must pursue. THE OCHOA LAW FIRM has an outstanding litigation division and represents and defends its clients with aggressive and competent advocacy in either State or Federal Courts. Wrongful termination, defense of civil rights violations, breach of contract, torts and premises liability are areas of the law in which THE OCHOA LAW FIRM has successfully represented its clients.

Members of the Litigation Division have a combined total of over forty years of experience.

Areas of counsel and litigation representation include:

- |   |   |
|---|---|
| <input type="checkbox"/> EDUCATION      | <input type="checkbox"/> PREMISES LIABILITY       |
| <input type="checkbox"/> EMPLOYMENT LAW | <input type="checkbox"/> CIVIL RIGHTS, VIOLATIONS |
| <input type="checkbox"/> REAL ESTATE    | <input type="checkbox"/> CONTRACT LAW             |

### EDUCATION DIVISION

California's growing diversified student population has placed a great challenge before educators and education institutions. New approaches to deliver knowledge to students with different cultures and languages in a growing computer minded world is only one of the challenges.

The Firm has represented the University of California and the California State University in a variety of matters. In addition, the Firm has served as general counsel for school and community college districts. The Firm's long history in the field of education, representing educational organizations and public entities in the Courts, at Board meetings and before the Legislature, coupled with its rich diversity of personnel, makes the Firm uniquely suitable to assist clients in this quickly changing field.

### SPORTS LAW/ATHLETE REPRESENTATION

Originally retained by a professional athlete to seek out and negotiate contracts with prospective corporate endorsers, the Firm representation has expanded and the client base has grown quickly. As a result, the Firm has been able to successfully forge relationships between its athlete clients and top endorsement companies, such as Adidas, Callaway Golf International and Nike Inc. THE OCHOA LAW FIRM has also had great success in promoting its athlete clients through television and newspaper exposure. The Firm serves not only as an athlete's agent, but also as the athlete's attorney and financial planner, both in the United States and abroad. The OCHOA LAW FIRM is also experienced in representing coaches in contract issues with their university employers. This expanding field and new opportunities for professional athletes, presents unique challenges to the legal profession and its clients. The Firm is pleased to be at the cutting edge in advising and planning for its athlete clients' future.

## MAJOR CLIENTS, PAST AND PRESENT

### *Counsel for:*

Equis, Inc.  
Banner Inc.  
Verizon  
Maximus  
Blue Line Authority  
Catellus, Inc.  
City of Los Angeles  
City of Los Angeles Department of Water and Power  
City of Los Angeles Community Redevelopment Agency  
Metropolitan Transit Authority  
Metropolitan Water District  
Parsons, DeLeuw, Cather Project-Joint Venture (Metro Rail)  
National Metal and Steel Corporation  
Minnesota Mining & Manufacturing Co. (3M)  
American Television Communications (ATC)  
Marsh Media Cable TV of Chino  
Cablevision (Charles Dolan)  
Falcon Communications  
Cox Cable  
Telecommunications, Inc. (TCI)  
BKK Corporation  
Pep Boys  
Sav-On Drugs, Inc.  
SPI Pharmaceuticals  
Blue Cross of California  
Ernst & Whinney  
Metropolitan Theaters  
Ralphs Markets  
Seven-Up  
Vons Markets  
South Bay Regional Public Communications Authority  
Red Cedar Handsplit Shake Shingle Bureau  
Granite Construction  
California Public Parking Association  
ICN Pharmaceuticals  
MCI Communications Inc.  
Hughes Aircraft  
Borden, Inc.  
White Consolidated Industries, Inc.  
General Motors  
Chrysler Corporation  
Ford  
Prudential Insurance Company of America  
California Association for Bilingual Education  
TIAA-CREF  
Covansys

International Conference of Building Officials (ICBO)  
International Code Council (ICC)  
Electronic Data Systems (EDS)  
California Pollution Control Financing Authority  
The Regents of the University of California  
Adolph Coors Company

*Special Counsel for the Cities of:*

Glendale  
Los Angeles  
Pasadena  
San Gabriel  
San Marino  
South Pasadena

*General Counsel for:*

Rio Hondo Community College District  
Richgrove School District

*Special Counsel for the Unified School Districts of:*

Alhambra School District  
Los Angeles Unified School District  
Sacramento City Unified School District  
Santa Ana Unified School District  
Oxnard School District

## FIRM EXPERIENCE

The broad and varied experience of the members of the Firm is reflected by the many positions they have held, both in government and in the private sector. These positions include:

Special Ambassador and Representative for the President of the United States	Public School Legal Counsel
California State Commission for Building Standards, Member	Legal Assistant Officer
Chief Assistant to the Speaker California state Assembly	Legal Consultant to the Office of Economic Opportunity
California Lottery Commission, Member	Legal Consultant on Education to the American Bar Association
Regents of the University of California, Member	Legal Counsel to Education Associations
Redevelopment Chairperson	Food And Drug Administration, Inspector
City Prosecutor	Council on Criminal Justice, Member
Aide to United States Senator Joseph Tydings	Legal Counsel to Building Trade Association
Lecturer of Law - McGeorge School of Law	Probation Officer
Educator	Hearing Officer
Municipal Bond Counsel	Law Foundation, Director
UCLA Alumni Association President	National Political Conventions, Delegate
City Planning Commissioner	State Commission, regarding relations between the United States and Mexico, Member



## LOS ANGELES

- Litigation
- Corporate Law
- Business law
- Education Law
- Governmental/Political
- International Law
- Employment Law

## SACRAMENTO

- Administrative Law
- Legislative Advocacy
- Governmental/Political
- Litigation
- Education Law
- International Law
- Employment Law
- Sports Law

## WASHINGTON D.C.

- Governmental/Political

## PERSONNEL

### **Ralph M. Ochoa, Senior Partner**

Ralph M. Ochoa, a founding partner of the law firm of THE OCHOA LAW FIRM, has distinguished himself in the area of legislative, regulatory and administrative law and public service. He has served as Chief Assistant to the then - Speaker of the California Assembly, Leo T. McCarthy. In that capacity, he managed legislative and policy issues with the Governor's cabinet members, state agencies, and regulatory bodies.

Mr. Ochoa holds the title of Special Ambassador. In 1978, Mr. Ochoa accompanied the First Lady, Rosalyn Carter, to the inauguration of the President of Costa Rica. He completed assignments for President Jimmy Carter on issues involving tax and economic programs and U.S. foreign policy in Latin America and the Caribbean. President Carter later appointed Mr. Ochoa to the National Advisory Council on Economic Development.

In 1979, Mr. Ochoa was appointed to the Commission of the Californians by Lt. Governor Michael Curb. In 1982, Governor Edmund G. Brown, Jr. appointed him to the California State Building Standards Commission.

In 1999, Mr. Ochoa was appointed by Governor Pete Wilson to the California Lottery Commission, and later, as a Regent to the University of California. He is also a past Regent by way of his presidency of the UCLA Alumni Association. Currently, Mr. Ochoa serves on the founding Board of Trustees for the University of California, Merced. He has served as a member of the distinguished UCLA Board of Visitors, as a Trustee for the Graduate Theological Union, and as a member of Cal Berkeley's Board of Advisors for the Graduate School of Public Policy. Mr. Ochoa was also appointed by UC President Richard Atkinson as the Public Member of the Western Association of Schools and Colleges (WASC), the accreditation entity in higher education in the U.S. He has served as a Trustee of the UCLA Foundation Board and as a Trustee of Jesuit High School.

In June 2003, Mr. Ochoa received the UCLA Alumnus of the Year Award for extraordinary effort in community service. Mr. Ochoa is a graduate of UCLA '63 and a graduate of the UCLA School of Law '69. Mr. Ochoa received a Reginald Heber Smith Fellowship and completed studies in a post-graduate program at the University of Pennsylvania School of Law. After graduating from UCLA, Mr. Ochoa worked as a probation officer for Los Angeles County at the East Los Angeles Juvenile Hall.

Mr. Ochoa is experienced in international law and is responsible for the Firm's International Law Division.

### Jacqueline R. Moore, Managing Partner

Ms. Moore, the Firm's managing partner, specializes in legislative advocacy, employment law, and is Director of the Civil Administrative Division. As a legislative advocate, she successfully negotiated with HUD on behalf of the Redevelopment Agency to secure a thirteen million dollar (\$13,000,000.00) grant.

In the area of employment law, Ms. Moore has defended employers, conducted investigations of discrimination complaints, and provided sexual harassment training. Ms. Moore has also successfully defended clients against USC Section 1983 civil rights claims.

Additionally, Ms. Moore has represented clients before the State Legislature, Board of Equalization and other administrative bodies. Ms. Moore also represents clients in both Federal and State courts. Prior to joining THE OCHOA LAW FIRM, Ms. Moore clerked for the Department of Fair Employment and Housing where she assisted in prosecuting civil rights violations throughout the state.

Subsequent to entering law school, Ms. Moore worked for the California Peace Officers' Association where she coordinated with Chiefs of Police, Sheriffs, District Attorneys, the Federal Bureau of Investigation, and the Division of Law Enforcement of the California Department of Justice to provide training to law enforcement personnel.

Ms. Moore is licensed to practice before the State Courts of California and the U.S. District Court of Eastern and Northern California. She is a member of the State Bar of California, Sacramento County Bar, National Association of Female Executives, California Women Lawyers and the Black American Political Association of California.

### Christopher E. Ochoa, Partner

Christopher E. Ochoa was distinguished with honors via nominations to both the U.S. Naval Academy, at Annapolis (U.S. Senator Pete Wilson) and the United States Military Academy at West Point (U.S. Congressman Robert Matsui). Mr. Ochoa accepted the appointment to the Naval Academy and served one year as a midshipman in the U.S. Navy. Having completed his Plebe year, he transferred to UCLA. In 1991, Mr. Ochoa accepted a summer internship at Harvard University, which focused on the subjects of history and political science.

Mr. Ochoa graduated from UC Davis School of Law. While at UC Davis Law School, Mr. Ochoa was an active member of the Law Students Association and served as its recruitment coordinator in 1993-1994. Mr. Ochoa focused on courses in contracts, negotiations, the legislative process, and was also a guest columnist for the school paper, The King Hall Advocate. Through his Advanced Legislative Process course, Mr. Ochoa served as an intern for the late State Senator William Craven in 1995 and served as a consultant on the Senator's special committee investigating the Orange County bankruptcy.

While at UCLA, Mr. Ochoa worked for three years as a legislative advocate with the University's Governmental Relations Department. His duties included regular on campus meetings with Southern California elected and appointed officials at local, state and federal levels, as well as being one of the chief organizers for the annual AAUC Legislative Conference in Sacramento each winter.

As an attorney and legislative advocate with THE OCHOA LAW FIRM, Mr. Ochoa has been involved in such efforts as waste management, radioactive waste, community redevelopment, education, autobody repair, title insurance, information technology, building codes and land acquisition. He has directed the Legislative Division during the past eight years, with some assignment in administrative and regulatory law cases, in addition to his addiction—sports law.

Chris Ochoa is the lead attorney in the athlete representation. While he has focused on the representation of professional golfers, he has also negotiated contracts for coaches. Mr. Chris Ochoa has been effective in procuring endorsements (financial) and, sponsors for his golf clients. Furthermore, his efforts as a sports attorney/agent include procuring television radio, cable and print media opportunities for his athletes and coaches.

Chris Ochoa currently serves in a number of volunteer positions including President of the Sacramento Area UCLA Alumni Club, member of the UCLA Alumni Association Board of Directors, and as a Planning Commissioner for the City of Davis, California.

CITY AND COUNTY OF SAN FRANCISCO



DENNIS J. HERRERA  
City Attorney

OFFICE OF THE CITY ATTORNEY

DONNELL W. CHOY  
Deputy City Attorney

DIRECT DIAL: (415) 554-4736

E-MAIL: donnell.choy@sfgov.org

March 2, 2005

Ralph M. Ochoa, Esq.  
The Ochoa Law Firm  
Wells Fargo Center  
400 Capitol Mall, Suite 1850  
Sacramento, CA 95814

Re: Your Recent Invoice for Fees

Dear Ralph:

We write in response to your February 24, 2005 letter, submitting an invoice for over \$30,000 in fees. We received the letter on February 28, 2005. We decline your request for payment for the reasons set forth below.

The City Attorney's Office is the legal counsel to TIDA. As I have consistently advised Director Tony Hall, any contracts for services by outside law firms to TIDA must first be approved by the City Attorney, Dennis Herrera. Those services must also be performed under a written contract approved by TIDA and the City Attorney. That written contract must include, among other things, agreement on a billing rate and a maximum amount of fees, and an agreed-upon scope of services. The City Attorney has not approved your services on behalf of TIDA. Nor is there any written agreement with this Office or TIDA for the performance of those services, or any agreement to reimburse Director Hall for the services.

As part of our role as counsel to TIDA we represent Mr. Hall in his official capacity as Director. But the work you have performed is as Mr. Hall's personal attorney. Before TIDA appointed Tony Hall as its Director, you represented Mr. Hall in his personal capacity in the negotiations over his employment contract, a matter adverse to our client, TIDA. The services that are the subject of your invoice appear to be for the period after TIDA hired Mr. Hall as its Director. While I am not aware of the scope or nature of all the services reported in your invoice, most of them appear to relate to securing the CalPERS agreement and our negotiations with Local Governmental Services (LGS) as to retirement benefits. Because the City Attorney did not retain you for these services, TIDA did not approve them, you have no contract with this Office or TIDA to perform them, you continued to perform services in your capacity as Director Hall's personal attorney. In fact, I recall at least one conference call with Richard Averett of LGS and his attorney, Elizabeth Silver, in which I introduced you as Director Hall's personal attorney.

Letter to Ralph M. Ochoa, Esq.

Page 2

March 2, 2005

Accordingly, for all of these three reasons we are denying your request for payment.

Very truly yours,

DENNIS J. HERRERA  
City Attorney



DONNELL W. CHOY  
Deputy City Attorney

cc: Michael Cohen  
Tony Hall  
Steve Kawa  
Dennis Herrera  
Linda Ross



# THE OCHOA LAW FIRM

*Attorneys at Law*

February 24, 2005

ATTN: Donnell W. Choy, Deputy City Attorney  
San Francisco City Attorney's Office  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

Dear Donnell,

Happy New Year! It's hard to believe so much time has transpired since we last talked. It's evident that you are keeping a torrid pace.

The enclosed invoice is my firm's submittal for fees attendant to multiple projects on which I was requested to participate by San Francisco City officials. Such requests were individually and/or collectively presented by Steve Kawa, Linda Ross, Michael Cohen and yourself. The projects include: contact with various executives at CalPERS; conferences with you re CalPERS; conferences with you re Local Government Services; plus, drafting language on same; legislative work performed for Steve Kawa and Michael Cohen re Senate Bill 1873, which entailed setting up meetings with republican legislators; and, key legislative and policy executives from the Governor's office.

Please indulge my tardiness in submitting these invoices, but the precise billing process is still not clear to me.

Any effort you could extend to expedite payment would be most appreciated.

Finally, I took the liberty of sending a copy of the invoice to Director Tony Hall.

If you have any questions, please do not hesitate to call me at my law office: (916) 447-3383.

*Los Angeles*

*Sacramento*

*Washington, D.C*

*Mexico City*

*Wells Fargo Center*

*400 Capitol Mall*

*Suite 1850*

*Sacramento, CA 95814*

Warmest regards,

Ralph M. Ochoa

CC: Tony Hall, Executive Director  
Treasure Island Developmental Authority

February 24, 2005

# INVOICE

ATTN: Donnell W. Choy, Deputy City Attorney  
 San Francisco City Attorney's Office  
 City Hall, Room 234  
 1 Dr. Carlton B. Goodlett Place  
 San Francisco, CA 94102

Date	Description	Hours	Amount (\$350 per hour)
8/9/04	At the request of Steve Kawa (Mayor's office) memo vis a vis call to Cabinet Secretary McPeak re: Bridges off ramp MOU; SB 1873: per request by Attorney Mike Cohen, review legislation, history; discussion with attorneys CEO and JRM (The Ochoa Law Firm).	2.6	\$910.00
	Cohen-conversation re: MOU; read and analyze MOU; call Attorney Cohen re: political analysis; at Cohen's request, call Mike Robson, SF lobbyist, re: Dennis A; call Assemblyman Samuelian (R) to talk to Cabinet Secretary Costigan, Governor's legislative secretary, re: SB 1873; analyze bill; conference with attorneys CEO and JRM..	3.5	\$1,225.00
8/10/04	Samuelian (R) re: TIDA; conference with Assemblyman Samuelian (R) re: meeting with Alan Rich re: SB 1873; conference with Mike Robson; conference with Alan Rich, staff with Assemblyman Samuelian (R); also, re: TIDA's CalPERS application vis a vis critical time schedule; conference with Atty. Choy re: Executive Director alternatives.	3.8	\$1,330.00
8/12/04	As result of conference with Assemblyman Samuelian(R) re: meeting with TIDA Executive Director Tony Hall, discussion re: Treasure Island and CalTrans, plus SB 1873; conference with Mike Cohen on status; progress, realities.	3.2	\$1,120.00
	Conference with CalPERS Executive Director Fred Buenrostro to ensure appropriate attention to TIDA application because of "time constraints"; conference with Atty. Choy on same.	1.4	\$490.00
8/3/04	Contract draft, confer with Atty. JRM; left message for Alan Miligan, executive with CalPERS, re: TIDA application to assure all appropriate doc(s) are in place; report to Atty. Choy on same.	1.6	\$560.00
8/18/04	Issue of employee contributions with TIDA: several alternatives are available; Atty Ochoa has background from multiple conferences with Mayor's legal counsel, Linda Ross; therefore, conference with Atty. Choy on said history; conference with operatives at CalPERS.	2.6	\$910.00



Date	Description	Hours	Amount (\$350 per hour)
8/31/04	Call to CalPERS to Alan Milligan; schedule meeting re: timetable for TIDA application to CalPERS.	1.3	\$455.00
9/1/04	SF: Review and analyze docs in preparation for conference; conference with Allan and Ellie from CalPERS re: TIDA timetable; phone conference with Choy.	1.7	\$595.00
	In conjunction with Atty Choy, report all details of TIDA application to CalPERS; alternatives, costs, strict timetable.	2.3	\$805.00
	Confer with Attorney Choy re: TIDA regs; research	2.6	\$910.00
9/2/04	Preparation: review doc(s); conference with Attorney Choy; meeting with Ellie Wright and Carlos Johnson from CalPERS: "Closest Related Group," plus conference on same with Attorney Donnell Choy.	2.8	\$980.00
9/7/04	Preparation plus meeting with Ellie Wright, Cal PERS 4th Floor, including Carlos Johnson.	2.5	\$875.00
9/14/04	Ellie Wright, telephone conference; report to Attorney Choy on same.	1.8	\$630.00
9/15/04	Conference with Ellie Wright and RMO to discuss TIDA application; conference with Attorney Choy on same; coordinate multiple doc(s) and resolutions.	2.2	\$770.00
9/23/04	Review strategy prior to working meeting with Choy at City Attorney's office for conference call to include president and legal counsel from Local Government Services (LGS); Ochoa Law Firm experienced with "Professional Employee Organization" (PEO).	3.5	\$1,225.00
9/28/04	Review results of research on possible alternatives; conference on same with Attorney Choy.	3.7	\$1,295.00
9/29/04	Choy and RMO to review impact to TIDA from alternatives; review and analyze results of research.	3.2	\$1,120.00
10/1/04	Conference with S.F. Deputy City Attorney Choy on LGS; review, analyze and assess LGS contract language and implications.	1.7	\$595.00
	Review of contract docs re: professional employee organization (PEO). Note: LGS is a PEO, any contract with a PEO can cause serious legal re-structuring and attendant operational consequences.	3.2	\$1,120.00
	Conference with Attorney Donnell Choy on elements of LGS.	1.5	\$525.00
10/2/04	Conference with Attorney Choy re: contract with LGS; review docs re: PEO.	1.8	\$630.00
10/4/04	Meeting with Attorney Donnell Choy; evening phone re TIDA CalPERS application status; plus a detailed discussion re the many issues attendant to the utilization of LGS a Professional Employee Organization (PEO).	4.4	\$1,540.00
10/5/04	Research and analysis on LGS docs.	2.3	\$805.00

Date	Description	Hours	Amount (\$350 per hour)
10/6/04	Re: LGS: conference with Attorney Choy, Richard, Atty. Libby to discuss LGS contract; post-meeting to discuss pre and post above conference, including Attorney Choy, the President, and the General Counsel of LGS, a PEO.	4.8	\$1,680.00
	Donnell Choy and RMO collaborate to substantially rewrite LGS contract; conference with Frank Gallagher; conference to explain rewrite because of impact on operational structure and attendant legal implications and consequences of utilizing a PEO.	3.2	\$1,120.00
10/7/04	TIDA-LGS contract: request Judy to find out whether new draft has been emailed to all parties; conference with Attorney Choy; conference with LGS operatives, Richard (President), Libby (attorney), plus Atty Choy for TIDA from perspective of Deputy City Attorney; RMO, at request of Atty Choy, for TIDA Executive Director from perspective of Director and staff.	3.7	\$1,295.00
10/8/04	Review final draft on Resolution; discussion re: CalPERS, plus, LGS, a Professional Employee Organization (PEO).	2.2	\$770.00
10/13/04	Per Atty. Choy's request, hearing at City Hall; meet with Attorney Choy in preparation for potential questions from commissioners; travel.	6.6	\$2,310.00
10/18/04	Conference re: a)LGS b) CalPERS; discuss issue: funding via Caltrans re: ingress and egress of ramps, an issue which Steve Kawa and Mike Cohen requested Ochoa assist.	0.7	\$245.00
10/21/04	Conference with Deputy City Attorney Donnell Choy, CalPERS, conference with Atty. Michael Cohen re: legislative issues, i.e. state funding for TI ramps.	1.7	\$595.00
10/22/04	Conference with Deputy City Attorney Choy; then JRM and Ellie Wright at CalPERS on issue of Social Security; report to Director Hall, Attorney Choy on same.	2.6	\$910.00
<b>Total</b>		<b>86.7</b>	<b>\$30,345.00</b>

Please make check payable to The Ochoa Law Firm.























**TREASURE ISLAND DEVELOPMENT AUTHORITY  
City and County of San Francisco**

**Agenda Item No.8(b)**

**Meeting of April 13, 2005**

**Subject:** Authorizing the Executive Director to retroactively execute a Use Permit with Cross Link Inc., dba Westar Marine Services, for the use of four barges, YC-699, YC-713, YC-756, and YC-825, for the period March 1, 2005 through July 31, 2005.

**Contact/Phone:** Peter Summerville  
(415) 274-0660

**SUMMARY OF PROPOSED ACTION**

Authorize the Executive Director to execute a Use Permit with Cross Link Inc., dba Westar Marine Services, to continue to use four barges for an additional five month period, March 1, 2005 through July 31, 2005.

**DISCUSSION**

On September 15, 2003, the Executive Director authorized a Use Permit with Cross Link Inc. dba as Westar Marine Services ("Westar") to allow Westar to use four barges for the period September 15, 2003 through March 14, 2004. At its March 10<sup>th</sup> 2004 meeting, the Authority authorized a second use permit to allow Westar to retroactively continue using the four barges through February 28, 2005.

These barges (identified as YC-699, YC-713, YC-756, and YC-825) are among the Navy properties the Authority can use to gather revenue as part of the Cooperative Agreement. Westar uses the barges in support of construction of the new Eastern span of the Bay Bridge. Due to future uncertainty surrounding this project, Westar is requesting continued use of the barges only for an additional five month period. The rent for the proposed term is \$2,188.75 per barge per month, or a total of \$8,755.00 per month. This rental fee reflects a standard 3% increase over the fee paid for the previous year. The total rent for the proposed five month term would be \$43,775.00.

**RECOMMENDATION**

Staff recommends approval of the Use Permit retroactive to March 1, 2005.

**Exhibit A:** Proposed Use Permit with Cross Link Inc. dba Westar Marine Services

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

1 **AUTHORIZING THE EXECUTIVE DIRECTOR TO RETROACTIVELY EXECUTE A USE**  
2 **PERMIT WITH CROSS LINK, INC., DBA WESTAR MARINE SERVICES, FOR THE USE OF**  
3 **BARGES YC-699, YC-713, YC-756, AND YC-825 FOR THE PERIOD MARCH 1, 2005**  
4 **THROUGH JULY 31, 2005.**

5 WHEREAS, former Naval Station Treasure Island is a military base located on Treasure  
6 Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United  
7 States of America ("the Federal Government"); and,

8  
9 WHEREAS, Treasure Island was selected for closure and disposition by the Base  
10 Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its  
11 subsequent amendments; and,

12  
13 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,  
14 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit  
15 corporation known as the Treasure Island Development Authority (the "Authority") to act as a  
16 single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and  
17 conversion of the Base for the public interest, convenience, welfare and common benefit of  
the inhabitants of the City and County of San Francisco; and,

18  
19 WHEREAS, The Authority and the United States Navy entered into a Cooperative Agreement  
20 designed to enable the Navy to help fund caretaker and other maintenance activities  
21 conducted by the City and subsequently the Authority; and

22  
23 WHEREAS, the Cooperative Agreement allows the Authority to sublease or issue use permits  
24 for Navy properties entrusted to the Authority to generate revenues to help fund the  
25 Authority's maintenance responsibilities under the Cooperative Agreement; and

1 WHEREAS, the Executive Director authorized a use permit with Cross Link Inc., dba Westar  
2 Marine Services, for the use of Barges YC-699, YC-713, YC-756, and YC-825, for the six  
3 month period September 15, 2003 through March 14, 2004; and

4 WHEREAS, at its March 10, 2004 meeting the Authority approved a second use permit with  
5 Cross Link Inc., dba Westar Marine Services, for use of the barges for the additional period  
6 March 1, 2004 through February 28, 2005;

7 WHEREAS, Cross Link Inc., dba Westar Marine Services, has requested the continued use of  
8 the four barges for the period March 1, 2005 through July 31, 2005;

9  
10 NOW THEREFORE BE IT

11 RESOLVED, That the Authority hereby authorizes the Executive Director to  
12 retroactively execute a Use Permit with Cross Link Inc., dba Westar Marine Services, for the  
13 use of barges YC-699, YC-713, YC-756, and YC-825, for the period March 1, 2005 through  
14 July 31, 2005.

15  
16 **CERTIFICATE OF SECRETARY**

17 I hereby certify that I am the duly elected Secretary of the Treasure Island  
18 Development Authority, a California nonprofit public benefit corporation, and that the above  
19 Resolution was duly adopted and approved by the Board of Directors of the Authority at a  
20 properly noticed meeting on April 13, 2005.

21  
22  
23  
24 \_\_\_\_\_  
Susan Po-Rufino, Secretary  
25







City and County of San Francisco  
TREASURE ISLAND DEVELOPMENT AUTHORITY  
410 Avenue of the Palms  
Building One Treasure Island  
San Francisco, California 94130

**USE PERMIT**  
**(Bare Boat Charter)**

THIS USE PERMIT (this "Permit") dated for reference purposes only as March 1, 2005, is made by and between CROSS LINK, INC., dba WESTAR MARINE SERVICES, a California corporation, hereinafter referred to as "Permittee," and the Treasure Island Development Authority, a municipal corporation, hereinafter referred to as "Authority," acting by and through its Executive Director or the Director's designated agent, hereinafter referred to as "Executive Director."

RECITALS

WHEREAS, Authority has custody of those certain Vessels described in Requisition and Invoice document dated April 15, 1997 (Form 1149) hereto attached as Exhibit A; and

WHEREAS, Permittee seeks to charter the Vessels for the purposes stated herein, subject to the terms and conditions of this Permit.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Authority and Permittee agree as follows:

1. **Right to Use Vessels.** Authority hereby confers a right to use and charter to Permittee, and Permittee hereby agrees to use and take on hire four (4) Vessels, Number **YC – 699, YC - 713, YC – 756 and YC - 825**, beginning on March 1, 2005 for the limited purpose and subject to the terms, conditions and restrictions set forth in this Permit.
2. **Inspection of Vessels.** Permittee represents and warrants that Permittee has conducted a thorough and diligent inspection and investigation, either independently or through its officers, directors, employees, agents, affiliates, subsidiaries, licensees and contractors, and their respective heirs, legal representatives, successors and assigns, and each of them, ("Permittee's Agents") of the Vessels, their seaworthiness and the suitability of the Vessels for Permittee's intended use. Any existing damage to the Vessels identified during such inspection and investigation is set forth in Exhibit B attached hereto. Permittee is fully aware of the needs of its operations and has determined, based solely on its own inspection and investigation, that the Vessels are suitable for its operations and intended uses.
3. **As Is; Disclaimer of All Representations and Warranties.** Permittee acknowledges and agrees that the Vessels are being chartered and accepted in their "AS IS, WITH ALL FAULTS" condition, without representation or warranty of any kind, and subject to all applicable laws, statutes, ordinances, resolutions, regulations, proclamations, orders or decrees of

any municipal, county, state or federal government or other governmental or regulatory Authority with jurisdiction over the Vessels, or any portion thereof, whether currently in effect or adopted in the future and whether or not in the contemplation of the Parties ("Laws") governing the use, occupancy, management, operation and possession of the Vessels. Without limiting the foregoing, this Permit is made subject to any and all covenants, conditions, restrictions, easements and other title matters affecting the Vessels, or any portion thereof, whether or not of record. Permittee acknowledges and agrees that neither Authority nor any of its officers, directors, employees, agents, affiliates, subsidiaries, licensees and contractors, and their respective heirs, legal representatives, successors and assigns ("Authority's Agents") have made, and Authority hereby disclaims, any representations or warranties, express or implied, concerning (i) title or survey matters affecting the Vessels, (ii) the physical, mechanical, operational or environmental condition of the Vessels, (iii) the seaworthiness of the Vessels, (iv) the feasibility, cost or legality of Permittee's use of the Vessels, (v) the safety of the Vessels, whether for the use by Permittee or any other person, including Permittee's Agents or Permittee's clients, customers, vendors, invitees, guests, members, licensees, assignees or permittees ("Permittee's Invitees"), or (vi) any other matter whatsoever relating to the Vessels or their use, including, without limitation, any implied warranties of **MERCHANTABILITY** or **FITNESS FOR A PARTICULAR PURPOSE**.

4. **Use of Vessels.** Permittee shall use the Vessels for the sole purpose set forth in Exhibit C attached hereto.

5. **Restrictions on Use.** Permittee agrees that, by way of example only and without limitation, the following uses of the Vessels by Permittee, or any other person claiming by or through Permittee, are inconsistent with the limited purpose of this Permit and are strictly prohibited as provided below:

(a) **Hazardous Material.** Permittee shall not cause, nor shall Permittee allow any of its Agents or Invitees (as such terms are defined below) to cause, any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated or disposed of in, on or about the Vessels, or transported to or from the Vessels without the prior written consent of Authority or except as may be expressly set forth in Exhibit C hereto. Permittee shall immediately notify Authority when Permittee learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on or about the Vessels. Permittee shall further comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination. In the event that Permittee or its Agents or Invitees cause a release of Hazardous Material, Permittee shall, without cost to Authority and in accordance with all laws and regulations, return the Vessels to the condition immediately prior to the release. In connection therewith, Permittee shall afford Authority a full opportunity to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material. For purposes hereof, "Hazardous Material" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental Authority to pose a present or potential hazard to public health, welfare or the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or

contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 *et seq.*, or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Vessels or are naturally occurring substances in the Vessels, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "release" or "threatened release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Vessels.

(b) **Waste or Nuisances.** Permittee shall not conduct any activities on or about the Vessels that constitute waste or nuisance.

(c) **Damage.** Permittee shall not do anything about any Vessel that could cause damage to any Vessel or any other Authority property.

(d) **Advertising or Promotional Activities.** Permittee shall not conduct or allow to be conducted any advertising, marketing or promotional activities on any portion of the Vessels, unless expressly described in Exhibit C hereto or unless Permittee first obtains Authority's prior written consent, which Authority may give or withhold in its sole and absolute discretion.

6. **Alterations.** Permittee shall not make any modifications, alterations or additions to all or any portion of the Vessels, unless Permittee first obtains Authority's prior written consent, which Authority may give or withhold in its sole and absolute discretion.

7. **Permit Fees; Liquidated Damages for Failure to Surrender as Required.** Permittee shall pay to Authority a permit fee in the amount of Two Thousand One Hundred Eighty Eight Dollars and Seventy Five Cents (\$2,188.75) per month, per vessel for the term of the permit as set forth in Section 8 below. Permit fees shall be paid to the Authority without prior demand and without any deduction, setoff, or counterclaim whatsoever. Permit Fees shall be payable on or before the first day of each month, in advance, at the Notice Address of the Authority provided in Section 21. Should Permittee fail to surrender any Vessel as required hereunder at the time and date set forth in Section 8 below, then Authority will suffer actual damages that will be impractical or extremely difficult to determine. In such event, Permittee shall pay to Authority upon demand an amount equal to the sum of Fifteen Thousand Dollars (\$15,000.00) per Vessel for each 30-day period after such date and time until the Vessel is surrendered as required hereunder. Authority and Permittee acknowledge and agree that such amount is not a penalty, but is a reasonable estimate of the losses that Authority will incur based on such failure to surrender any Vessel as required hereunder.

(a) **Late Charge.** If Permittee fails to pay any Rent or fees within ten (10) days after the date the same is due and payable, such unpaid amount will be subject to a late payment charge equal to six percent (6%) of the unpaid amount in each instance. The late payment charge has been agreed upon by the Authority and Permittee, after negotiation, as a reasonable estimate of the additional administrative costs and detriment that the Authority will incur as a result of

any such failure by Permittee, the actual costs thereof being extremely difficult if not impossible to determine. The late payment charge constitutes liquidated damages to compensate the Authority for its damages resulting from such failure to pay and Permittee shall promptly pay such charge to Authority together with such unpaid amount.

(b) **Default Interest.** Of any Rent or fee is not paid within thirty (30) days following the due date, such unpaid amount shall bear interest from such date until paid at the rate of ten percent (10%) per year. However, interest shall not be payable on late charges incurred by Permittee nor on any amounts on which late charges are paid by Permittee to the extent this interest would cause the total interest to be in excess of that which an individual is lawfully permitted to charge. Payment of interest shall not excuse or cure any default by Permittee.

8. **Term of Permit.** The privilege conferred to Permittee pursuant to this Permit shall commence on Monday, March 1, 2005 and shall automatically expire at 11:59 p.m. on July 31, 2005. Moreover, if custody of the vessels reverts back to the United States Government, or Form 1149 terminates for any reason whatsoever, this Permit shall automatically terminate.

9. **Compliance with Laws.** Permittee shall, at its sole expense, conduct and cause to be conducted all activities on the Vessels in a safe and reasonable manner and in compliance with all applicable laws, regulations, ordinances and orders of any governmental or other regulatory entity whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. Permittee shall, at its sole expense, procure and maintain in force at all times during its use of the Vessels any and all business and other licenses, permits or approvals necessary to conduct the activities allowed hereunder. Permittee understands and agrees that Authority is entering into this Permit in its capacity as a property owner with a proprietary interest in the Vessels and not as a regulatory agency with police powers. In addition, Permittee understands and agrees that Authority is not in any way acting on behalf of the City and County of San Francisco (the "City") or the Port of San Francisco (the "Port"). Permittee further understands and agrees that no approval by Authority for purposes of this Permit shall be deemed to constitute approval of any federal, state, city or other local regulatory Authority with jurisdiction (including, without limitation, the City or the Port), and nothing herein shall limit Permittee's obligation to obtain all necessary regulatory approvals at Permittee's sole cost or limit in any way Authority's, the City's or the Port's exercise of their respective police powers. Without limiting the foregoing, before beginning any use of the Vessels, Permittee shall obtain any and all permits, licenses and approvals (collectively, "approvals") of all regulatory agencies and other third parties that are required to commence and complete such use.

10. **Surrender.** Upon the expiration of this Permit, Permittee shall surrender the Vessels in the same condition as received, free from hazards and clear of all debris. Permittee shall not be responsible for ordinary wear and tear resulting from Permittee's reasonable, prudent and careful use of any Vessel in employment for which it is suited by design, age and condition upon delivery. Prior to surrender, Permittee shall remove all of its property from the Vessels permitted hereunder, and shall repair, at its cost, any damage to the Vessels caused by such removal. Should Authority determine that Permittee has failed to surrender any Vessel in the condition required hereunder, then (without limiting any other rights or remedies available to Authority), Authority shall have the right (but no obligation) to refuse redelivery of the Vessel unless, and until such time as, Permittee shall have fully cured, at its sole cost and expense, such

failure to return the Vessel in the condition required hereunder, and, in any event, whether or not Authority has refused redelivery as permitted hereunder, Permittee shall be bound to make payments for the continued use of the Vessel in the manner and amounts set forth in Section 7 until such time as Permittee has fully cured such failure. Permittee's obligations under this Section shall survive any termination of this Permit.

11. **Indemnity.** Permittee shall indemnify, defend and hold harmless Authority and the City, and their respective officers, agents, employees and contractors, and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind ("**Claims**"), arising directly or indirectly, out of or in connection with any Vessel or the use, control, operation or condition of each Vessel, for so long as such Vessel is chartered hereunder or remains within the actual or constructive possession and control of Permittee or Permittee's Agents. Permittee's obligations under this Section shall survive the expiration or other termination of this Permit.

12. **Waiver of Claims.** Neither Authority nor City, or any of their respective commissions, departments, boards, officers, agents or employees shall be liable for any damage to the property of Permittee, its officers, agents, employees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the condition of the Vessels or their use by Permittee or Permittee's Agents.

13. **No Assignment.** This Permit is personal to Permittee and neither this Permit nor any Vessel shall be assigned, conveyed, subchartered or otherwise transferred by Permittee under any circumstances without the prior written approval of the Executive Director of the Authority. Any assignment, conveyance, subcharter or other transfer by Permittee without the prior written approval of the Executive Director of the Authority shall be null and void, and Permittee shall remain responsible for all obligations under this permit.

14. **Liens.** Authority shall be the sole entity empowered to pledge the credit of any Vessel for any purpose. None of Permittee, Permittee's Agents, the master of any Vessel, any person having or claiming the right to manage, control or possess any Vessel or the master of any towing vessel, shall have the right, power or Authority to contract for, create, incur or suffer to be imposed upon any Vessel any lien or charge of any nature of kind whatsoever. Authority shall have a maritime lien on all cargo, freight, subfreights and upon all equipment, tools, machinery or other property now or hereafter placed or carried upon any Vessel, to secure Permittee's full and strict performance of the terms of this Permit.

15. **MacBride Principles - Northern Ireland.** Authority and the City urge companies doing business in Northern Ireland to move toward resolving employment inequities and encourage them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, *et seq.* Authority and the City urge San Francisco companies to do business with corporations that abide by the MacBride Principles. Permittee acknowledges that it has read and understands the above statement of Authority and the City concerning doing business in Northern Ireland.

16. **Non-Discrimination.** Permittee shall not, in the operation and use of the Vessels, discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status,

marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with Permittee, in any of Permittee's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Permittee.

**17. Tropical Hardwoods and Virgin Redwood.** Pursuant to S.F. Administrative Code §12I.5(b), the Authority and the City and County of San Francisco urge contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

**18. Insurance.**

Permittee shall procure and keep in effect at all times during the term of this permit, at Permittee's sole expense, insurance as follows:

(a) Protection and Indemnity insurance, with limits not less than One Million Dollars (\$1,000,000) each occurrence, including coverage for injury or damage to other parties or their property, arising from the operation of any Vessels under this Permit, and including coverage for illness, injury or death of the master or members of the crew, with any deductible not to exceed \$10,000 each occurrence. Such insurance shall include coverage for Jones Act benefits and U.S. Longshore and Harbor Workers' Act benefits.

(b) Hull and Machinery insurance, in an amount not less than the current market value of each Vessel, currently set forth in Exhibit A attached hereto, including AUTHORITY as Named Insured and Loss Payee, as its interests may appear, with any deductible not to exceed Five Thousand Dollars (\$5,000) each occurrence.

(c) Water Pollution Liability insurance, with limits not less than One Million Dollars (\$1,000,000) each occurrence and any deductible not to exceed \$5,000 each occurrence.

All policies required hereunder shall provide for the following: (i) name as additional named insureds Authority and its officers, agents and employees; and (ii) specify that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Permit and that insurance applies separately to each insured against whom claim is made or suit is brought. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

All policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage to Authority.

Prior to the commencement date of this Permit, Permittee shall deliver to Authority certificates of insurance in form and with insurers satisfactory to Authority, evidencing the coverages required hereunder. In the event Permittee shall fail to procure such insurance, or to deliver such policies or certificates, Authority may terminate this Permit.



Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

Should any of the required insurance be provided under a claims made form, Permittee shall maintain such coverage continuously throughout the term of this Permit and, without lapse, for a period of one (1) year beyond the Permit expiration, to the effect that, should any occurrences during the Permit term give rise to claims made after expiration of the Permit, such claims shall be covered by such claims-made policies.

Permittee's compliance with the provisions of this Section shall in no way relieve or decrease Permittee's indemnification obligations under this Permit or any of Permittee's other obligations hereunder. Notwithstanding anything to the contrary in this Permit, this Permit shall terminate immediately, without notice to Permittee, upon the lapse of any required insurance coverage. Permittee shall be responsible, at its expense, for separately insuring Permittee's personal property.

**19. General Provisions.** (a) This Permit may be amended or modified only by a writing signed by Authority and Permittee. (b) No waiver by any party of any of the provisions of this Permit shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) This instrument (including the exhibit(s) hereto) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (d) The section and other headings of this Permit are for convenience of reference only and shall be disregarded in the interpretation of this Permit. (e) Time is of the essence. (f) This Permit shall be governed by California law. (g) If either party commences an action against the other or a dispute arises under this Permit, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes hereof, reasonable attorneys' fees shall include fees of the City Attorney's Office of the City, based on the fees regularly charged by private attorneys in San Francisco with comparable experience. (h) If Permittee consists of more than one person then the obligations of each person shall be joint and several. (i) Permittee may not record this Permit or any memorandum hereof. (j) Subject to the prohibition against assignments or other transfers by Permittee hereunder, this Permit shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. (k) Any sale or conveyance of the property burdened by this Permit by Authority shall automatically revoke this Permit.

**20. Security Deposit.** Permittee shall pay to Authority upon execution of this Permit a security deposit in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) as security for the faithful performance of all terms, covenants and conditions of this Permit. Permittee agrees that Authority may (but shall not be required to) apply the security deposit in whole or in part to remedy any damage to the Vessels caused by Permittee, its Agents or Invitees, or any failure of Permittee to perform any other terms, covenants or conditions contained in this Permit, without waiving any of Authority's other rights and remedies hereunder or at Law or in equity. Authority's obligations with respect to the security deposit are solely that of debtor and not trustee. Authority shall not be required to keep the security deposit separate from its general

funds, and Permittee shall not be entitled to any interest on such deposit. The amount of the security deposit shall not be deemed to limit Permittee's liability for the performance of any of its obligations under this Permit. To the extent it is not used by Authority as provided herein, the Security Deposit shall be returned to Permittee within thirty (30) business days of the termination of this Permit.

## **21. Notices to the Parties**

Unless otherwise indicated elsewhere in this Use Permit, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To Authority and/or City:	Tony Hall, Executive Director Treasure Island Development Authority Treasure Island Building One 410 Avenue of the Palms San Francisco, CA 94130 Fax: 415/274-0299 E-mail: <a href="mailto:Tony.Hall@sfgov.org">Tony.Hall@sfgov.org</a>
To Contractor:	Richard A. Smith, General Manager Cross Link Inc., dba Westar Marine Services Pier 50 Shed C San Francisco CA 94107 Fax: 415/495-6814

Any notice of default must be sent by registered mail.

**PERMITTEE:**

CROSSLINK, INC., a California  
corporation, dba Westar Marine Services

By: \_\_\_\_\_  
Name: Richard A. Smith  
Its: General Manager

By: \_\_\_\_\_  
Name: Wendy Heffron-Morrow  
Its: Vice President  
CROSSLINK, INC.  
dba Westar Marine Services  
Pier 50 Shed C  
San Francisco CA 94107  
FEIN: 94-2434338

**TREASURE ISLAND DEVELOPMENT  
AUTHORITY**

By \_\_\_\_\_  
Tony Hall, Executive Director

**APPROVED AS TO FORM:**

**DENNIS J. HERRERA**  
City Attorney

By \_\_\_\_\_  
Deputy City Attorney

## EXHIBIT A

### DESCRIPTION OF VESSELS

Vessel Number	Estimated Current Market Value
YC - 699	\$40,000.00
YC - 713	\$40,000.00
YC - 823	\$40,000.00
YC- 825	\$40,000.00

**EXHIBIT B**

**INITIAL INSPECTION**

Only the first pages of four inspection reports are reproduced for distribution:

Barge YC-699 Report H 903008

Barge YC-713 Report H903007

BargeYC-756 Report H903005

Barge YC-825 Report H903006

## EXHIBIT C

### PERMITTED USE OF VESSELS

Use of Vessels by permittee shall consist of the following:

Transport of Four (4) Vessels from Pier 1 at Treasure Island to Pier 50 at Westar Marine Services, San Francisco on Monday, during the period beginning September 15, 2003 and ending on February 28, 2005, for the sole purpose of construction related activities as needed for the San Francisco/Oakland Bay Bridge Rebuild Project.







**AGENDA ITEM**  
**Treasure Island Development Authority**  
**City and County of San Francisco**

**Agenda Item No. 8(c)**

**April 13, 2005**

---

**Subject:** Resolution authorizing the Executive Director to enter into a 12 month Sublease with the San Francisco Golden Gate Youth Rugby for a portion of Building 34, and an adjacent field for a term terminating May 1, 2006

**Staff Contact/Phone:** Marc McDonald, Facilities Manager  
(415) 274-0660

**SUMMARY OF PROPOSED ACTION**

This item seeks the approval by the Authority to enter into a twelve- month sublease with San Francisco Golden Gate Youth Rugby to use a portion of Building 34 and the field adjacent, for youth rugby. Rent for 1,000 square feet in Building 34 will be \$1,000 per month terminating May 1, 2006. Rent for the 54,000 square foot field will be \$5,400 per month (\$0.10 psf per month). Further, rent for the field will be offset by a rental credit in the total amount of \$64,800, the equivalent of 12 months of rent.

**BACKGROUND:**

For nine years, the San Francisco Golden Gate Youth Rugby (SFGGYR) has been giving children in San Francisco the opportunity to play rugby. The mission of the SFGGYR is to foster regional and local sports competitions and promote the principles of sportsmanship, fellowship, hospitality and a high standard of athletic participation in rugby football within San Francisco and Northern California. Additionally, assisting youth to learn and play rugby football together, and to improve the quality of life in the community through the sport of rugby football.

During the Navy's occupation of the island, Building 34 was used as a commissary for personnel. The building has had very little use, and in the past the space was subject to vandalism. City Store is a tenant that occupies a portion of the building.

The San Francisco Golden Gate Youth Rugby ("SFGGYR") will occupy a portion of Building 34 for meeting space, lockers and showers. SFGGYR will pay \$1.00 per square foot for approximately 1,000 square feet in Building 34. Additionally, SFGGYR will make significant improvements to Building 34 and to the field that will be used for play. Currently, SFGGYR estimates that the total value of the improvements to the building and the field will exceed \$75,000. A portion of the SFGGYR investment in the facilities, up to a maximum of \$64,800 will be eligible for treatment as a credit against their rental obligation for the field.

**RECOMMENDATION:**

Staff recommends approval of the 12 month sublease with San Francisco Golden Gate Youth Rugby.

**EXHIBITS:** Sublease between TIDA and San Francisco Golden Gate Youth Rugby



1  
1  
1  
20  
21  
22  
23  
24  
25

[Sublease with San Francisco Golden Gate Youth Rugby]

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A  
TWELVE MONTH SUBLEASE WITH SAN FRANCISCO GOLDEN GATE YOUTH  
RUGBY, FOR USE OF A PORTION OF BUILDING 34 AND THE ADJACENT FIELD.

**WHEREAS**, On May 2, 1997, the Board of Supervisors (the "Board") passed  
Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a  
nonprofit public benefit corporation known as the Treasure Island Development Authority (the  
"Authority") to act as a single entity focused on the planning, redevelopment, reconstruction,  
rehabilitation, reuse and conversion of former Naval Station Treasure Island (the "Base") for  
the public interest, convenience, welfare and common benefit of the inhabitants of the City and  
County of San Francisco; and,

**WHEREAS**, Under the Treasure Island Conversion Act of 1997(the "Act"), which  
amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to  
Chapter 1333 of the Statutes of 1968, the California legislature (i) designated the Authority as  
a redevelopment agency under California redevelopment law with authority over the Base  
upon approval of the City's Board of Supervisors, and, (ii) with respect to those portions of the  
Base which are subject to the Tidelands Trust, vested in the Authority the authority to  
administer the public trust for commerce, navigation and fisheries as to such property; and,

**WHEREAS**, Under the Act and the Authority's Articles of Incorporation and Bylaws,  
the Authority, acting by and through its Board of Directors (the "Board of Directors"), has the  
power, subject to applicable laws, to enter into agreements or contracts for the procurement of  
goods and services related to the activities and purpose of the Authority; and

**WHEREAS**, The San Francisco Golden Gate Youth Rugby ("Subtenant") would use  
a portion of Building 34 and the adjacent field (the "Premises") as a facility for youth rugby;  
and

1       WHEREAS, under Section 10 of the Transfer Rules, a month-to-month sublease must  
2       be approved by the Authority if the cumulative term of such sublease exceeds six months; now  
3       therefore be it

4       **RESOLVED:** That the Board of Directors hereby approves and authorizes the  
5       Executive Director to enter into a month-to-month sublease with San Francisco Golden Gate  
6       Youth Rugby not to exceed twelve (12) months, provided that nothing herein shall limit the  
7       Authority's ability to terminate the Sublease on thirty days notice as provided in the Sublease.  
8

9  
10       **CERTIFICATE OF SECRETARY**

11       I hereby certify that I am the duly elected and acting Secretary of the Treasure Island  
12       Development Authority, a California nonprofit public benefit corporation, and that the above  
13       Resolution was duly adopted and approved by the Board of Directors at a properly noticed  
14       meeting on April 13, 2005.

15       \_\_\_\_\_  
16       Susan Po-Rufino, Secretary  
17  
18  
19  
20  
21  
22  
23  
24  
25





**SUBLEASE**

**between**

**THE TREASURE ISLAND DEVELOPMENT AUTHORITY**

**as Sublandlord**

**and**

**San Francisco Golden Gate Youth Rugby**

**as Subtenant**

**For the Sublease of**

**Building 34  
Naval Station Treasure Island  
San Francisco, California**

**April 13, 2005**

## TREASURE ISLAND SUBLEASE

### Table of Contents

<u>Section</u>	<u>Page</u>
1 PREMISES.....	1
2 COMPLIANCE WITH MASTER LEASE.....	3
3 TERM.....	3
4 RENT.....	3
5 TAXES, ASSESSMENTS AND OTHER EXPENSES.....	4
6 USE; COVENANTS TO PROTECT PREMISES.....	5
7 ALTERATIONS.....	7
8 REPAIRS AND MAINTENANCE.....	8
9 LIENS.....	9
10 COMPLIANCE WITH LAWS.....	10
11 ENCUMBRANCES.....	11
12 DAMAGE OR DESTRUCTION.....	11
13 ASSIGNMENT AND SUBLETTING.....	12
14 DEFAULT; REMEDIES.....	12
15 RELEASE AND WAIVER OF CLAIMS; INDEMNIFICATION.....	13
16 INSURANCE.....	16
17 ACCESS BY SUBTENANT.....	17
18 SURRENDER.....	20
19 HAZARDOUS MATERIALS.....	20
20 GENERAL PROVISIONS.....	22
21 SPECIAL PROVISIONS.....	27



**LIST OF EXHIBITS:**

EXHIBIT A -- Master Lease  
EXHIBIT B -- Drawing of the Property  
EXHIBIT C -- Drawing of the Premises  
EXHIBIT D -- Rules and Regulations  
EXHIBIT E -- Utilities

## TREASURE ISLAND SUBLEASE

THIS SUBLEASE (the "Sublease"), dated as of this 13th day of April 2005, is by and between the Treasure Island Development Authority ("Sublandlord") and the San Francisco Golden Gate Youth Rugby ("Subtenant"), which is a non-profit public benefit corporation. From time to time, Sublandlord and Subtenant together shall be referred to herein as the "Parties".

This Sublease is made with reference to the following facts and circumstances:

A. The United States of America, acting by and through the Department of Navy ("Master Landlord") and Sublandlord entered into a lease (the "South Waterfront Master Lease") dated September 4, 1998, a copy of which is attached hereto as Exhibit A. Under the South Waterfront Master Lease, the Master Landlord leased to Sublandlord Building 34 located on Treasure Island Naval Station (the "Property"), together with a non-exclusive right to use certain related parking, all as more particularly shown on the map attached hereto as Exhibit B (the "Premises").

B. Subtenant desires to sublet an approximately 1,000 square foot portion of Building 34 of the Property (as depicted on Exhibit C, attached and hereafter referred to as the "Premises") from Sublandlord and Sublandlord is willing to sublet the Premises to Subtenant on the terms and conditions contained in this Sublease.

C. Subtenant desires to sublet a parcel of land bounded by Avenue H, 3<sup>rd</sup> Street, Avenue I and California Avenue as an athletic field.

NOW THEREFORE, Sublandlord and Subtenant hereby agree as follows:

### **1. PREMISES**

1.1. **Subleased Premises.** Subject to the terms, covenants and conditions of this Sublease, Sublandlord subleases to Subtenant the Premises of an approximately 1,000 square foot portion of Building 34, including the improvements thereon and a parcel of land totaling approximately 54,000 square feet bounded by Avenue H, 3<sup>rd</sup> Street, Avenue I and California Avenue, hereinafter referred to as ("Athletic Field").

### **1.2. As Is Condition of Premises.**

**Inspection of Premises.** Subtenant represents and warrants that Subtenant has conducted a thorough and diligent inspection and investigation, either independently or through its officers, directors, employees, agents, affiliates, subsidiaries, licensees and contractors, and their respective heirs, legal representatives, successors and assigns, and each of them, ("Subtenant's

Agents”) of the Premises and the suitability of the Premises for Subtenant's intended use. Subtenant is fully aware of the needs of its operations and has determined, based solely on its own investigation, that the Premises are suitable for its operations and intended uses.

(a) **As Is; Disclaimer of Representations.** Subtenant acknowledges and agrees that the Premises are being subleased and accepted in their "AS IS, WITH ALL FAULTS" condition, without representation or warranty of any kind, and subject to all applicable laws, statutes, ordinances, resolutions, regulations, proclamations, orders or decrees of any municipal, county, state or federal government or other governmental or regulatory authority with jurisdiction over the Premises, or any portion thereof, whether currently in effect or adopted in the future and whether or not in the contemplation of the Parties, including without limitation the orders and citations of any regulatory authority with jurisdiction over life and safety issues concerning the Premises ("Laws") governing the use, occupancy, management, operation and possession of the Premises. Without limiting the foregoing, this Sublease is made subject to any and all covenants, conditions, restrictions, easements and other title matters affecting the Premises, or any portion thereof, whether or not of record. Subtenant acknowledges and agrees that neither Sublandlord, the City and County of San Francisco ("City"), nor any of their respective officers, directors, employees, agents, affiliates, subsidiaries, licensees or contractors, or their respective heirs, legal representatives, successors and assigns ("Sublandlord's Agents") have made, and Sublandlord hereby disclaims, any representations or warranties, express or implied, concerning (i) title or survey matters affecting the Premises, (ii) the physical, geological, seismological or environmental condition of the Premises, including, without limitation, the matters described in the Seismic Report (as defined below) (iii) the quality, nature or adequacy of any utilities serving the Premises, (iv) the feasibility, cost or legality of constructing any Alterations on the Premises if required for Subtenant's use and permitted under this Sublease, (v) the safety of the Premises, whether for the use of Subtenant or any other person, including Subtenant's Agents or Subtenant's clients, customers, vendors, invitees, guests, members, licensees, assignees or subtenants ("Subtenant's Invitees"), or (vi) any other matter whatsoever relating to the Premises or their use, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose or compliance with disability access laws.

## **2. COMPLIANCE WITH MASTER LEASE**

**2.1. Incorporation by Reference.** All of the terms and conditions of the Master Lease are hereby incorporated by reference into this Sublease as if fully set forth herein

**2.2. Conflict.** If any of the provisions of this Sublease conflict with any portion of the Master Lease as incorporated herein, then the terms of the Master Lease shall govern.

**2.3. Compliance with Master Lease.** Subtenant shall not do or permit to be done anything which would constitute a violation or a breach of any of the terms, conditions or provisions of the Master Lease or which would cause the Master Lease to be terminated or forfeited by virtue of any rights of termination reserved by or vested in the Master Landlord.

2.4. **Automatic Termination.** If the Master Lease terminates for any reason whatsoever, this Sublease shall automatically terminate and the Parties shall thereafter be relieved from all liabilities and obligations under this Sublease, except for liabilities and obligations which expressly survive termination of this Sublease. Subtenant acknowledges and agrees that it has reviewed the Master Lease, is aware of the circumstances upon which the Master Lease may be terminated and hereby assumes all risks associated with the automatic termination of this Sublease because of the termination of the Master Lease.

### 3. **TERM**

3.1. **Term of Sublease.** The term of this Sublease shall commence on May 1, 2005 (the "Commencement Date") and continue on a month to month basis expiring on May 1, 2006, (the "Expiration Date"), subject to Section 3.2 below or unless sooner terminated or extended pursuant to the terms of the Sublease.

### 4. **RENT**

4.1. **Base Rent.** Throughout the Term, beginning on the Commencement Date, Subtenant shall pay to Sublandlord One Thousand Dollars (\$1,000.00) (the "Base Rent") per month for premises in Building 34. Further, throughout the Term, beginning on the Commencement Date, Subtenant shall pay to Sublandlord deferred rent equal to Five Thousand Four Hundred Dollars (\$5,400.00) (the "Deferred Rent") for the Athletic Field. Base Rent shall be paid to the Sublandlord without prior demand and without any deduction, setoff, or counterclaim whatsoever. Base Rent shall be payable on or before the first day of each month, in advance, at the Notice Address of Sublandlord provided in Section 20.1 hereof or such other place as Sublandlord may designate in writing. If the Commencement Date occurs on a date other than the first day of a calendar month, or the Sublease terminates on a day other than the last day of a calendar month, then the monthly payment of Rent for such fractional month shall be prorated based on a thirty (30) day month.

4.2. **Additional Charges.** In addition to Base Rent, Subtenant shall pay any and all real property taxes, possessory interest taxes and other costs, impositions and expenses related to the Premises as provided in Section 4 hereof, plus all other charges related to the Premises otherwise payable by Subtenant to Sublandlord hereunder, including, without limitation, all late charges and default interest attributable to late payments and/or defaults of Subtenant hereunder and all utility charges (together, the "Additional Charges"). Together, Base Rent and Additional Charges shall hereinafter be referred to as the "Rent".

4.3. **Late Charge.** If Subtenant fails to pay any Rent within ten (10) days after the date the same is due and payable, such unpaid amount will be subject to a late payment charge equal to six percent (6%) of the unpaid amount in each instance. The late payment charge has been agreed upon by Sublandlord and Subtenant, after negotiation, as a reasonable estimate of the additional administrative costs and detriment that Sublandlord will incur as a result of any such failure by Subtenant, the actual costs thereof being extremely difficult if not impossible to determine. The late payment charge constitutes liquidated damages to compensate Sublandlord for its damages resulting from such failure to pay and Subtenant shall promptly pay such charge to Sublandlord together with such unpaid amount.

4.4 **Rent Credits.** Subtenant hereby acknowledges that the condition of the Athletic Field requires improvements including, but not limited to grading, limited tilling and seeding. Further, Subtenant acknowledges that the field will require ongoing maintenance including, but not limited to, watering, seeding, turf repair and feeding. Subtenant and Sublandlord agree that Subtenant will perform such improvements and maintenance to the satisfaction of Sublandlord. Subtenant further acknowledges that Building 34 requires improvements, including construction of demising walls, floor repairs, as well as electrical and plumbing improvements. Subtenant has agreed to perform improvements to the Premises as described above in accord with all rules and regulations of the City and County of San Francisco affecting such construction, including all permitting requirements and in accord with appropriate Building Codes. Subtenant further agrees that all improvements to the Athletic Field and to Building 34 shall be in strict accordance with all provisions of this Sublease, including without limitation, Sections 7.1, 8.1, 8.2, 8.3, 9, 10.1, 10.2, and 10.3. Accordingly, and provided that the conditions set forth. Subtenant will receive a credit against the rent for the Premises in an amount up to and no greater than \$64,800. Upon the termination of this Sublease, Subtenant shall submit to Sublandlord copies of all invoices, bills, or other materials requested by Sublandlord evidencing the value of Subtenant's improvements to the Athletic Field and to Building 34 as set forth hereinabove. Sublandlord shall determine the value of such improvements, and if Sublandlord determines that the value of such improvements is less than the total amount of accrued Deferred Rent at the time of termination, Subtenant shall pay to Sublandlord the difference within 30 days following written notice from Sublandlord. Subtenant shall not be entitled to any refund if the value of such improvements exceeds the total amount of accrued Deferred Rent at the time of termination.

## 5. TAXES, ASSESSMENTS AND OTHER EXPENSES

### 5.1. **Taxes and Assessments, Licenses, Permit Fees and Liens.**

(a) **Payment Responsibility.** Subtenant shall pay any and all real and personal property taxes, including, but not limited to, possessory interest taxes, general and special assessments, excises, licenses, permit fees and other charges and impositions of every description levied on or assessed against the Premises, any Alterations, Subtenant's Personal Property, or Subtenant's use of the Premises or any Alterations during the Term. Subtenant shall

make all such payments directly to the charging authority when due and payable and at least ten (10) days prior to delinquency. However, with respect to real property taxes and assessments levied on or assessed against the Premises for which Sublandlord receives the tax bill directly from the taxing authority, Subtenant shall reimburse Sublandlord for payment of such sums immediately upon demand.

(b) **Taxability of Possessory Interest.** Without limiting the foregoing, Subtenant recognizes and agrees that this Sublease may create a possessory interest subject to property taxation and that Subtenant may be subject to the payment of property taxes levied on such interest.

(c) **No Liens.** Subtenant shall not allow or suffer a lien for any taxes payable by Subtenant hereunder to be imposed upon the Premises or upon any equipment or other property located thereon without discharging the same as soon as practicable, and in no event subsequent to delinquency.

(d) **Reporting Information.** Subtenant agrees to provide such information as Sublandlord may request to enable Sublandlord to comply with any possessory interest tax reporting requirements applicable to this Sublease.

5.2. **Other Expenses.** This is a "triple net" Sublease. Accordingly, Subtenant shall be responsible for any and all other charges, costs and expenses related to its use, occupancy, operation or enjoyment of the Premises or any Alterations permitted thereon, including, without limitation, the cost of any utilities, maintenance or services necessary for Subtenant's use.

5.3. **Evidence of Payment.** Subtenant shall, upon Sublandlord's request, furnish to Sublandlord within ten (10) days after the date when any charges are due and payable, official receipts of the appropriate taxing authority or other evidence reasonably satisfactory to Sublandlord, evidencing payment thereof.

## 6. **USE; COVENANTS TO PROTECT PREMISES**

6.1. **Subtenant's Permitted Use.** A portion of Building 34 will be used for meeting space, lockers and showers for the rugby team. The Athletic Field will be used for athletic activities.

6.2. **Subtenant's Access to the Premises.** As provided in Section 30 of the Master Lease, Subtenant will have access to the Premises on normal business hours, Monday through Friday from 8:30 AM to 10:00 PM.

6.3. **Rules and Regulations.** Subtenant agrees to adhere to all rules and regulations regarding the Premises attached hereto as Exhibit D, and any additional rules regarding security, ingress, egress, safety and sanitation applicable to the Premises or the Property, as such rules and

regulations may be prescribed by Master Landlord or Sublandlord from time to time and which are provided to Subtenant in advance of the enforcement thereof.

**6.4. Easements.** This Sublease shall be subject to all outstanding easements and rights-of-way for location of any type of facility over, across, in, and upon the Premises or any portion thereof, and to the right of Master Landlord to grant such additional easements and rights-of-way over, across, in and upon the Premises as Master Landlord shall determine to be in the public interest ("Additional Easements"), provided that, as provided in Section 29 of the Master Lease, Master Landlord shall use its best efforts to minimize any interference with Subtenant's operations hereunder caused by the granting of any such Additional Easements and the granting of such Additional Easements shall be conditioned on the assumption by the grantee thereof of liability to Subtenant for such damages as Subtenant shall suffer for property destroyed or property rendered unusable on account of the grantee's exercise of its rights thereunder. There is hereby reserved to the holders of such Additional Easements as are presently outstanding or which may hereafter be granted, to any workers officially engaged in the construction, installation, maintenance, operation, repair or replacement of facilities located thereon, and to any federal, state or local official engaged in the official inspection thereof, such reasonable rights of ingress and egress over the Premises as shall be necessary for the performance of their duties with regard to such facilities. To the best knowledge of the Mayor's Treasure Island Project Office, there are no existing Additional Easements or other encumbrances which would materially interfere with Subtenant's use of the Premises.

**6.5. No Interference with Navy Operations.** Subtenant shall not conduct operations, nor make any Alterations (as defined below), that would interfere with or otherwise restrict Master Landlord's operations or environmental clean-up or restoration actions by the Master Landlord, Sublandlord, the Environmental Protection Agency, the State of California or their contractors. Environmental clean-up, restoration or testing activities by these Parties shall take priority over the Subtenant's use of the Premises in the event of any conflict, provided, however, in such event, Master Landlord and Sublandlord shall use their best efforts to minimize any disruption of Subtenant's operation.

**6.6. No Unlawful Uses, Nuisances or Waste.** Without limiting the foregoing, Subtenant shall not use, occupy or permit the use or occupancy of any of the Premises in any unlawful manner or for any illegal purpose, or permit any offensive, noisy or hazardous use or any waste on or about the Premises. Subtenant shall take all precautions to eliminate any nuisances or hazards relating to its activities on or about the Premises. Subtenant shall not conduct any business, place any sales display, or advertise in any manner in areas outside the Premises or on or about the Property or make or allow any of Subtenant's family, domestic partners or guests to make any loud or boisterous noise, or engage in any other objectionable behavior. Subtenant further agrees not to commit, suffer, or permit any waste or nuisance in, on or about the Premises.

## **7. ALTERATIONS**

**7.1. Alterations.** Subtenant shall not construct, install, make or permit to be made any alterations, installations or additions ("Alterations") in, to or about the Premises, without Sublandlord's prior written consent in each instance, which consent may be given or withheld in Sublandlord's sole and absolute discretion. Subject to Sublandlord's consent as provided above, any permitted Alterations shall be done at Subtenant's sole expense (i) in strict accordance with plans and specifications approved in advance by Sublandlord in writing, (ii) by duly licensed and bonded contractors or mechanics approved by Sublandlord, (iii) in a good and professional manner, (iv) in strict compliance with all Laws, and (v) subject to all other conditions that Sublandlord may reasonably impose. In no event shall the construction, installation or the making of any Alterations impair the use or operation of the Property, or any portion thereof, or Sublandlord's or Master Landlord's access thereto. Prior to the commencement of any work on the Premises to construct any permitted Alterations, Subtenant, at its sole expense, shall procure all required permits and approvals and shall promptly upon receipt deliver copies of all such documents to Sublandlord. No material change from the plans and specifications approved by Sublandlord may be made without Sublandlord's prior consent. Sublandlord and Sublandlord's Agents shall have the right to inspect the course of such construction at all times. WITHOUT LIMITING THE FOREGOING, SUBTENANT ACKNOWLEDGES AND AGREES THAT AS A RESULT OF ASBESTOS AND LEAD BASED PAINT HAZARDS, PAINTING, SCRAPING OR SANDING OF ANY PORTION OF THE PREMISES IS STRICTLY PROHIBITED.

**7.2. Ownership of Alterations.** Any Alterations constructed on or affixed to the Premises by or on behalf of Subtenant pursuant to the terms and limitations of Section 7.1 above shall be and remain Subtenant's property during the Term. Upon the termination of this Sublease, Subtenant shall remove all such Alterations from the Premises in accordance with the provisions of Section 18 hereof, unless Sublandlord, at its sole option and without limiting any of the provisions of Section 7.1 above, requires as a condition to approval of any such Alterations that such Alterations remain on the Premises following the expiration or termination of this Sublease or unless Sublandlord as a condition of such approval reserves the right to elect by notice to Subtenant not less than fifteen (15) days prior to the end of the Term to have such Alterations remain on the Premises.

**7.3. Subtenant's Personal Property.** All furniture, furnishings and articles of movable personal property and equipment installed in the Premises by Subtenant that can be removed without structural or other material damage to the Premises (all of which are herein called "Subtenant's Personal Property") shall be and remain the property of Subtenant and may be removed by it subject to the provisions of Section 18 hereof.

**7.4. Sublandlord's Alterations of the Building and Building Systems.** Sublandlord reserves the right at any time to make alterations, additions, repairs, deletions or improvements to the common areas or any other part of the Building or the Building Systems, provided that any such alterations or additions shall not materially adversely affect the functional utilization of the Premises for purposes stated herein.



## 8. REPAIRS AND MAINTENANCE

8.1. **Subtenant Responsible for Maintenance and Repair.** Subtenant assumes full and sole responsibility for the condition, operation, repair and maintenance and management of the Premises from and after the Commencement Date and shall keep the Premises in good condition and repair. Sublandlord shall not be responsible for the performance of any repairs, changes or alterations to the Premises, nor shall Sublandlord be liable for any portion of the cost thereof. Subtenant shall make all repairs and replacements, interior and exterior, structural as well as non-structural, ordinary as well as extraordinary, foreseen and unforeseen, which may be necessary to maintain the Premises at all times in clean, safe, attractive and sanitary condition and in good order and repair, to Sublandlord's and Master Landlord's reasonable satisfaction, provided, however, that neither Subtenant nor Sublandlord shall be required to make structural repairs or Alterations to correct conditions affecting the Premises existing prior to the Commencement Date. If any portion of the Premises is damaged by any activities conducted by Subtenant or Subtenant's Agents or Subtenant's Invitees hereunder, Subtenant shall immediately, at its sole cost, repair all such damage and restore the Premises to its previous condition.

8.2. **Trash.** Tenant shall be responsible for the disposal of all trash. Subtenant shall abide by all rules established by Sublandlord or Master Landlord for the handling of trash.

8.3. **No Right to Repair and Deduct.** Subtenant expressly waives the benefit of any existing or future Laws or judicial or administrative decision that would otherwise permit Subtenant to make repairs or replacements at Sublandlord's expense, or to terminate this Sublease because of Sublandlord's failure to keep the Premises or any part thereof in good order, condition or repair, or to abate or reduce any of Subtenant's obligations hereunder on account of the Premises or any part thereof being in need of repair or replacement. Without limiting the foregoing, Subtenant expressly waives the provisions of California Civil Code Sections 1932, 1941 and 1942 or any similar Laws with respect to any right of Subtenant to terminate this Sublease and with respect to any obligations of Sublandlord hereunder or and any right of Subtenant to make repairs or replacements and deduct the cost thereof from Rent.

## 9. LIENS

Subtenant shall keep the Premises free from any liens arising out of any work performed, material furnished or obligations incurred by or for Subtenant. In the event Subtenant does not, within five (5) days following the imposition of any such lien, cause the lien to be released of record by payment or posting of a proper bond, Sublandlord shall have in addition to all other remedies provided herein and by law or equity the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including, but not limited to, payment of

the claim giving rise to such lien. All such sums paid by Sublandlord and all expenses it incurs in connection therewith (including, without limitation, reasonable attorneys' fees) shall be payable to Sublandlord by Subtenant upon demand. Sublandlord shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law or that Sublandlord deems proper for its protection and protection of the Premises from mechanics' and materialmen's liens. Subtenant shall give Sublandlord at least fifteen (15) days' prior written notice of the commencement of any repair or construction on any of the Premises.

## **10. COMPLIANCE WITH LAWS**

**10.1. Compliance with Laws.** Subtenant shall promptly, at its sole expense, maintain the Premises and Subtenant's use and operations thereon in strict compliance at all times with all present and future Laws, whether foreseen or unforeseen, ordinary as well as extraordinary, provided however, that Subtenant shall not be required to make repairs or structural changes to the Premises required solely to correct conditions affecting the Premises existing prior to the Commencement Date or not related to Subtenant's use of the Premises, unless the requirement for such changes is imposed as a result of any Alterations or use of the Premises made or requested to be made by Subtenant. Such Laws shall include, without limitation, all Laws relating to health and safety and disabled accessibility including, without limitation, the Americans with Disabilities Act, 42 U.S.C.S. §§ 12101 *et seq.* and Title 24 of the California Code of Regulations, all present and future Environmental Laws (as defined in this Sublease below). No occurrence or situation arising during the Term, nor any present or future Law, whether foreseen or unforeseen, and however extraordinary, shall give Subtenant any right to seek redress against Sublandlord for failing to comply with any Laws. Subtenant waives any rights now or hereafter conferred upon it by any existing or future Law to compel Sublandlord to make any repairs to comply with any such Laws, on account of any such occurrence or situation.

## **10.2. Regulatory Approvals.**

**(a) Responsible Party.** Subtenant understands and agrees that Subtenant's use of the Premises and construction of Alterations permitted hereunder may require authorizations, approvals or permits from governmental regulatory agencies with jurisdiction over the Premises. Subtenant shall be solely responsible for obtaining any and all such regulatory approvals, including without limitation any liquor permits or approvals. Subtenant shall not seek any regulatory approval without first obtaining the written consent of Sublandlord. Subtenant shall bear all costs associated with applying for, obtaining and maintaining any necessary or appropriate regulatory approval and shall be solely responsible for satisfying any and all conditions imposed by regulatory agencies as part of a regulatory approval. Any fines or penalties levied as a result of Subtenant's failure to comply with the terms and conditions of any regulatory approval shall be immediately paid and discharged by Subtenant, and Sublandlord shall have no liability, monetary or otherwise, for any such fines or penalties. Subtenant shall indemnify, protect, defend and hold harmless forever ("Indemnify") the Sublandlord and City, but not limited to, all of their respective officers, directors, employees, agents, affiliates, subsidiaries, licensees, contractors, boards, commissions, departments, agencies and other

subdivisions and each of the persons acting by, through or under each of them, and their respective heirs, legal representatives, successors and assigns, and each of them (the "Indemnified Parties") against any and all claims, demands, losses, liabilities, damages, liens, injuries, penalties, fines, lawsuits and other proceedings, judgments and awards and costs and expenses, including, without limitation, reasonable attorneys' and consultants' fees and costs ("Losses") arising in connection with Subtenant's failure to obtain or comply with the terms and conditions of any regulatory approval.

**10.3. Compliance with Sublandlord's Risk Management Requirements.** Subtenant shall not do anything, or permit anything to be done, in or about the Premises or any Alterations permitted hereunder that would create any unusual fire risk, and shall take commercially reasonable steps to protect Sublandlord from any potential premises liability. Subtenant shall faithfully observe, at its expense, any and all reasonable requirements of Sublandlord's Risk Manager with respect thereto and with the requirements of any policies of commercial general, all risk property or other policies of insurance at any time in force with respect to the Premises and any Alterations as required hereunder.

## **11. ENCUMBRANCES**

**11.1. Encumbrance By Subtenant.** Notwithstanding anything to the contrary contained in this Sublease, Subtenant shall not under any circumstances whatsoever create any mortgage, deed of trust, assignment of rents, fixture filing, security agreement, or similar security instrument, or other lien or encumbrance or assignment or pledge of an asset as security in any manner against the Premises or Sublandlord's or Subtenant's interest under this Sublease.

## **12. DAMAGE OR DESTRUCTION**

**12.1. Damage or Destruction to the Premises.** In the case of damage to or destruction of the Premises by earthquake, fire or any other casualty, not caused by Subtenant or Subtenant's Agents or Subtenant's Invitees, whether insured or uninsured, which prevents Subtenant from operating the Premises for the purposes stated herein and the cost of repairing such damage exceeds Ten Thousand Dollars (\$10,000), either Party may terminate this Sublease upon thirty (30) days prior written notice and upon any such termination Subtenant shall surrender the Premises in accordance with Section 18 (except for damage caused by the casualty pursuant to which the Sublease may be terminated under this Section 12.1) and both Parties shall be relieved of any liability for such termination or for repairing such damage. If neither Party terminates this Sublease as provided in this Section 12.1, Subtenant shall, at its sole cost, promptly restore, repair, replace or rebuild the Premises to the condition the Premises were in prior to such damage or destruction, subject to any changes made in strict accordance with the requirements of Section 7.1 above. Under no circumstances shall Sublandlord have any obligation to repair, replace or rebuild the Premises in the event of such a casualty.

**12.2. No Abatement in Rent.** In the event of any damage or destruction to the Premises, and if neither party terminates this Sublease as provided in Section 12.1 above, there

shall be no abatement in the Rent payable hereunder.

**12.3. Waiver.** The Parties understand and agree that the foregoing provisions of this Section are intended to govern fully the rights and obligations of the Parties in the event of damage or destruction to the Premises or Alterations, and Sublandlord and Subtenant each hereby waives and releases any right to terminate this Sublease in whole or in part under Sections 1932.2 and 1933.4 of the Civil Code of California or under any similar Laws now or hereafter in effect, to the extent such rights are inconsistent with the provisions hereof.

### **13. ASSIGNMENT AND SUBLETTING**

**13.1. Restriction on Assignment and Subletting.** Subtenant shall not directly or indirectly (including, without limitation, by merger, acquisition or other transfer of any controlling interest in Subtenant), voluntarily or by operation of Law, sell, assign, encumber, pledge or otherwise transfer any part of its interest in or rights with respect to the Premises, any Alterations or its interest in this Sublease, or permit any portion of the Premises to be occupied by anyone other than itself, or sublet any portion of the Premises, without Sublandlord's prior written consent in each instance, which Sublandlord may grant or withhold in its sole and absolute discretion.

### **14. DEFAULT; REMEDIES**

**14.1. Events of Default.** Any of the following shall constitute an event of default ("Event of Default") by Subtenant hereunder:

(a) **Rent.** Any failure to pay Rent or other sums, including sums due for utilities, within five (5) days after such sums are due;

(b) **Covenants, Conditions and Representations.** Any failure to perform or comply with any other covenant, condition or representation made under this Sublease, provided Subtenant shall have a period of ten (10) days from the date of written notice from Sublandlord of such failure within which to cure such default under this Sublease, or, if such default is not capable of cure within such 10-day period, Subtenant shall have a reasonable period to complete such cure if Subtenant promptly undertakes action to cure such default within such 10-day period and thereafter diligently prosecutes the same to completion and uses its best efforts to complete such cure within sixty (60) days after the receipt of notice of default from Sublandlord.

(c) **Vacation or Abandonment.** Any abandonment of the Premises for more than sixty (60) consecutive days.

(d) **Bankruptcy.** The appointment of a receiver to take possession of all or substantially all of the assets of Subtenant, or an assignment by Subtenant for the benefit of creditors, or any action taken or suffered by Subtenant under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter

amended or enacted.

**14.2. Remedies.** Upon the occurrence of an Event of Default by Subtenant, Sublandlord shall have the following rights and remedies in addition to all other rights and remedies available to Sublandlord at Law or in equity:

(a) **Terminate Sublease and Recover Damages.** The rights and remedies provided by law California Civil Code Section 1951.2 (damages on termination for breach), including, but not limited to, the right to terminate Subtenant's right to possession of the Premises and to recover the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of rental loss for the same period that Subtenant proves could be reasonably avoided, as computed pursuant to subsection (b) of such Section 1951.2. Sublandlord's efforts to mitigate the damages caused by Subtenant's breach of this Sublease shall not waive Sublandlord's rights to recover unmitigated damages upon termination.

(b) **Appointment of Receiver.** The right to have a receiver appointed for Subtenant upon application by Sublandlord to take possession of the Premises and to apply any rental collected from the Premises and to exercise all other rights and remedies granted to Sublandlord pursuant to this Sublease.

**14.3. Sublandlord's Right to Cure Subtenant's Defaults.** If Subtenant defaults in the performance of any of its obligations under this Sublease, then Sublandlord may at any time thereafter with three (3) days prior written notice (except in the event of an emergency as determined by Sublandlord), remedy such Event of Default for Subtenant's account and at Subtenant's expense. Subtenant shall pay to Sublandlord, as Additional Charges, promptly upon demand, all sums expended by Sublandlord, or other costs, damages, expenses or liabilities incurred by Sublandlord, including, without limitation, reasonable attorneys' fees, in remedying or attempting to remedy such Event of Default. Subtenant's obligations under this Section shall survive the termination of this Sublease. Nothing herein shall imply any duty of Sublandlord to do any act that Subtenant is obligated to perform under any provision of this Sublease, and Sublandlord's cure or attempted cure of Subtenant's Event of Default shall not constitute a waiver of Subtenant's Event of Default or any rights or remedies of Sublandlord on account of such Event of Default.

## **15. RELEASE AND WAIVER OF CLAIMS; INDEMNIFICATION**

**15.1. Release and Waiver of Claims.** Subtenant, on behalf of itself and Subtenant's Agents, covenants and agrees that the Indemnified Parties shall not be responsible for or liable to Subtenant for, and, to the fullest extent allowed by any Laws, Subtenant hereby waives all rights against the Indemnified Parties and releases them from, any and all Losses, including, but not limited to, incidental and consequential damages, relating to any injury, accident or death of any person or loss or damage to any property, in or about the Premises, from any cause whatsoever, including without limitation, partial or complete collapse of the Building due to an earthquake or

subsidence, except only to the extent such Losses are caused exclusively by the gross negligence or willful misconduct of the Indemnified Parties (except as provided in Section 15.1(e) below). Without limiting the generality of the foregoing:

(a) Subtenant expressly acknowledges and agrees that the Rent payable hereunder does not take into account any potential liability of the Indemnified Parties for any consequential or incidental damages including, but not limited to, lost profits arising out of disruption to Subtenant's uses hereunder. Sublandlord would not be willing to enter into this Sublease in the absence of a complete waiver of liability for consequential or incidental damages due to the acts or omissions of the Indemnified Parties, and Subtenant expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Subtenant or other waivers contained in this Sublease and as a material part of the consideration for this Sublease, Subtenant fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action for consequential and incidental damages and covenants not to sue the Indemnified Parties for such damages arising out of this Sublease or the uses authorized hereunder, including, without limitation, any interference with uses conducted by Subtenant pursuant to this Sublease regardless of the cause.

(b) Without limiting any indemnification obligations of Subtenant or other waivers contained in this Sublease and as a material part of the consideration for this Sublease, Subtenant fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue the Indemnified Parties under any present or future Laws, statutes, or regulations, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event that Sublandlord terminates this Sublease because of such claim for inverse condemnation or eminent domain.

(c) As part of Subtenant's agreement to accept the Premises in its "As Is" condition as provided herein, and without limiting such agreement and any other waiver contained herein, Subtenant on behalf of itself and its successors and assigns, waives its right to recover from, and forever RELEASES, WAIVES AND DISCHARGES, the Indemnified Parties from any and all Losses, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the Premises and any related improvements or any Laws or regulations applicable thereto or the suitability of the Premises for Subtenant's intended use.

(d) Subtenant acknowledges that it will not be a displaced person at the time this Sublease is terminated, and Subtenant fully RELEASES, WAIVES AND DISCHARGES, the Indemnified Parties from any and all Losses and any and all claims, demands or rights against any of the Indemnified Parties under any present and future Laws, including, without limitation, any and all claims for relocation benefits or assistance from the Indemnified Parties under federal and state relocation assistance laws.

(e) Without limiting any other waiver contained herein, Subtenant on behalf

of itself and its successors and assigns, hereby waives its right to recover from, and forever RELEASES, WAIVES AND DISCHARGES, the Indemnified Parties from any and all Losses, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the Indemnified Parties decision to Sublease the Premises to the Subtenant, regardless of whether or not such decision is or may be determined to be an act of gross negligence or willful misconduct of the Indemnified Parties.

(f) Subtenant covenants and agrees never to file, commence, prosecute or cause to be filed, commenced or prosecuted against the Indemnified Parties any claim, action or proceeding based upon any claims, demands, causes of action, obligations, damages, losses, costs, expenses or liabilities of any nature whatsoever encompassed by the waivers and releases set forth in this Section 15.1.

(g) In executing these waivers and releases, Subtenant has not relied upon any representation or statement other than as expressly set forth herein.

(h) Subtenant had made such investigation of the facts pertaining to these waivers and releases it deems necessary and assumes the risk of mistake with respect to such facts. These waivers and releases are intended to be final and binding on Subtenant regardless of any claims of mistake.

(i) **In connection with the foregoing releases, Subtenant acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:**

**A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.**

Subtenant acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Subtenant realizes and acknowledges that it has agreed upon this Sublease in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The waivers and releases contained herein shall survive any termination of this Sublease.

**15.2. Subtenant's Indemnity.** Subtenant, on behalf of itself and Subtenant's Agents, shall Indemnify the Indemnified Parties from and against any and all Losses, expressly including but not limited to, any Losses arising out of a partial or complete collapse of the Building due to an earthquake or subsidence, incurred in connection with or arising directly or indirectly, in whole or in part, out of: (a) any damage to or destruction of any property owned by or in the custody of Subtenant or Subtenant's Agents or Subtenant's Invitees, (b) any accident, injury to or death of a person, including, without limitation, Subtenant's Agents and Subtenant's Invitees, howsoever or by whomsoever caused, occurring in, on or about the Premises (c) any default by



Subtenant in the observation or performance of any of the terms, covenants or conditions of this Sublease to be observed or performed on Subtenant's part; (d) the use, occupancy, conduct or management, or manner of use, occupancy, conduct or management by Subtenant, Subtenant's Agents or Subtenant's Invitees or any person or entity claiming through or under any of them, of the Premises or any Alterations; (e) the condition of the Premises, including the Building, (f) any construction or other work undertaken by Subtenant on or about the Premises whether before or during the Term of this Sublease; or (g) any acts, omissions or negligence of Subtenant, Subtenant's Agents or Subtenant's Invitees, or of any trespassers, in, on or about the Premises or any Alterations; except to the extent that such Indemnity is void or otherwise unenforceable under any applicable Laws in effect on or validly retroactive to the date of this Sublease and further except only to the extent such Losses are caused by the gross negligence and intentional wrongful acts and omissions of the Indemnified Parties. Notwithstanding the foregoing, Subtenant's obligations to indemnify the Indemnified Parties under this Section 15.2 shall remain in full force and effect regardless of whether or not the Indemnified Parties' decision to Sublease the Premises to the Subtenant, given the seismic condition of the property, is or may be determined to be an act of gross negligence or willful misconduct of the Indemnified Parties. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and Sublandlord's costs of investigating any Loss. Subtenant specifically acknowledges and agrees that it has an immediate and independent obligation to defend Sublandlord and the other Indemnified Parties from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Subtenant by Sublandlord and continues at all times thereafter. Subtenant's obligations under this Section shall survive the expiration or sooner termination of this Sublease. Notwithstanding anything contained herein, to the extent such Losses are not covered by insurance required herein and subject to Section 12.1 above, Subtenant shall have no obligation to repair, restore or reconstruct the Premises (or to pay for the same) in the event the Premises are damaged or destroyed by an earthquake or subsidence or by any other uninsured casualty.

## 16. INSURANCE

**16.1. Subtenant's Insurance.** Subtenant shall procure and maintain throughout the Term of this Sublease and pay the cost thereof the following insurance:

(a) **Property Insurance.** Subtenant shall procure and maintain, at its own cost, a standard fire and extended coverage insurance policy insuring the Premises, including, without limitation, the Building and all fixtures, Alterations, furniture and equipment located thereon, in an amount not less than their full replacement value.

(b) **Public Liability and Other Insurance.** Subtenant shall at all times, at its cost, also maintain insurance for the mutual benefit of Sublandlord and Subtenant against:

(i) Claims for personal injury under a policy of commercial general liability insurance, including without limitation, liquor liability insurance, claims for bodily



injury, property damage or employer's liability occurring in or upon the Premises arising from earthquakes or subsidence, in an amount not less than \$1,000,000 combined single limit. Such insurance shall provide coverage at least as broad as provided under Insurance Service Form Number CG-00-01-11-88.

(ii) Worker's compensation insurance with employer's liability insurance covering all persons employed and with respect to whom death or bodily injury claims could be asserted against Sublandlord, Subtenant, the Premises or any other Sublandlord property, in an amount not less than \$1,000,000 each accident.

(iii) Automobile liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including owned and non-owned and hired vehicles, if Subtenant uses automobiles in connection with its use of the Premises. Such insurance shall provide coverage at least as broad as provided under Insurance Service Form Number CA-00-01-06-92.

**16.2. General Requirements.** All insurance provided for under this Sublease shall be effective under valid enforceable policies issued by insurers of recognized responsibility and reasonably approved by Sublandlord.

(a) Should any of the required insurance be provided under a claims-made form, Subtenant shall maintain such coverage continuously throughout the term hereof and, without lapse, for a period of one (1) year beyond the expiration or termination of this Sublease, to the effect that, should occurrences during the Term give rise to claims made after expiration or termination of this Sublease, such claims shall be covered by such claims-made policies.

(b) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall be increased by Five Hundred Thousand Dollars (\$500,000) over the claims limits specified above.

(c) All liability insurance policies shall be endorsed to provide the following:

(i) Cover Subtenant as the insured and the Sublandlord as an additional insured.

(ii) That such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Sublease, and that insurance applies separately to each insured against whom claim is made or suit is brought. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in

part during the policy period.

(iii) All policies shall be endorsed to provide thirty (30) days' advance written notice to Sublandlord of cancellation, non-renewal or reduction in coverage, mailed to the address(es) for Sublandlord set forth in the Basic Sublease Information.

**16.3. Proof of Insurance.** Subtenant shall deliver to Sublandlord certificates of insurance in form and with insurers satisfactory to Sublandlord, evidencing the coverages required hereunder, on or before the Commencement Date, together with complete copies of the policies promptly upon Sublandlord's request, and Subtenant shall provide Sublandlord with certificates or policies thereafter at least thirty (30) days before the expiration dates of expiring policies. As to the insurance required pursuant to Section 16.1(b)(1) above, such certificate shall state, among other things, that such insurance coverage includes and shall cover Subtenant's indemnity obligations under Section 15.2 above. In the event Subtenant shall fail to procure such insurance, or to deliver such policies or certificates, Sublandlord may, at its option, procure the same for the account of Subtenant, and the cost thereof shall be paid to Sublandlord within five (5) days after delivery to Subtenant of bills therefor.

**16.4. No Limitation on Indemnities.** Subtenant's compliance with the provisions of this Section shall in no way relieve or decrease Subtenant's indemnification obligations herein or any of Subtenant's other obligations or liabilities under this Sublease.

**16.5. Lapse of Insurance.** Notwithstanding anything to the contrary in this Sublease, Sublandlord may elect in Sublandlord's sole and absolute discretion to terminate this Sublease upon the lapse of any required insurance coverage by written notice to Subtenant.

**16.6. Subtenant's Personal Property.** Subtenant shall be responsible, at its expense, for separately insuring Subtenant's Personal Property.

**16.7. Waiver of Subrogation.** Notwithstanding anything to the contrary contained herein, to the extent permitted by their respective policies of insurance, Sublandlord and Subtenant each hereby waive any right of recovery against the other party and against any other party maintaining a policy of insurance covering the Premises and their contents, or any portion thereof, for any loss or damage maintained by such other party with respect to the Premises, or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party. If any policy of insurance relating to the Premises carried by Subtenant does not permit the foregoing waiver or if the coverage under any such policy would be invalidated due to such waiver, Subtenant shall obtain, if possible, from the insurer under such policy a waiver of all rights of subrogation the insurer might have against Sublandlord or any other party maintaining a policy of insurance covering the same loss, in connection with any claim, loss or damage covered by such policy.

## **17. ACCESS BY SUBLANDLORD**

### Access to Premises by Sublandlord.

(a) **General Access.** Sublandlord reserves for itself and Sublandlord's Agents, the right to enter the Premises and any portion thereof at all reasonable times upon not less than twenty-four (24) hours oral or written notice to Subtenant (except in the event of an emergency) for any purpose.

(b) **Emergency Access.** In the event of any emergency, as determined by Sublandlord, Sublandlord may, at its sole option and without notice, enter the Premises and alter or remove any Alterations or Subtenant's Personal Property on or about the Premises. Sublandlord shall have the right to use any and all means Sublandlord considers appropriate to gain access to any portion of the Premises in an emergency. In such case, Sublandlord shall not be responsible for any damage or injury to any such property, nor for the replacement of any such property and any such emergency entry shall not be deemed to be a forcible or unlawful entry onto or a detainer of, the Premises, or an eviction, actual or constructive, of Subtenant from the Premises or any portion thereof.

(c) **No Liability.** Sublandlord shall not be liable in any manner, and Subtenant hereby waives any claims, for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of Sublandlord's entry onto the Premises, except damage resulting directly and exclusively from the gross negligence or willful misconduct of Sublandlord or Sublandlord's Agents and not contributed to by the acts, omissions or negligence of Subtenant, Subtenant's Agents or Subtenant's Invitees.

16.8. **Access to Premises by Master Landlord.** Subtenant acknowledges and agrees that Master Landlord shall have all of the rights of access to the Premises described in the Master Lease.

## **17. SURRENDER**

17.1. **Surrender of the Premises.** Upon the termination of this Sublease, Subtenant shall surrender to Sublandlord the Premises in the same condition as of the Commencement Date, ordinary wear and tear excepted, and free and clear of all liens, easements and other Encumbrances created or suffered by, through or under Subtenant. On or before any termination hereof, Subtenant shall, at its sole cost, remove any and all of Subtenant's Personal Property from the Premises and demolish and remove any and all Alterations from the Premises (except for any Alterations that Sublandlord agrees are to remain part of the Premises pursuant to the provisions of Section 7.3 above). In addition, Subtenant shall, at its sole expense, repair any damage to the Premises resulting from the removal of any such items and restore the Premises to their condition immediately prior to the presence of any Alterations. In connection therewith, Subtenant shall obtain any and all necessary permits and approvals, including, without limitation, any environmental permits, and execute any manifests or other documents necessary to complete the demolition, removal or restoration work required hereunder. Subtenant's obligations under this

Section shall survive the termination of this Sublease. Any items of Subtenant's Personal Property remaining on or about the Premises after the termination of this Sublease may, at Sublandlord's option and after thirty (30) days written notice to Subtenant, be deemed abandoned and in such case Sublandlord may dispose of such property in accordance with Section 1980 et seq. of the California Civil Code or in any other manner allowed by Law.

If Subtenant fails to surrender the Premises to Sublandlord upon the termination of this Sublease as required by this Section, Subtenant shall Indemnify Sublandlord against all Losses resulting therefrom, including, without limitation, Losses made by a succeeding Subtenant resulting from Subtenant's failure to surrender the Premises.

## 18. HAZARDOUS MATERIALS

18.1. **No Hazardous Materials.** Subtenant covenants and agrees that neither Subtenant nor any of Subtenant's Agents or Subtenant's Invitees shall cause or permit any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment, including, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", also commonly known as the "Superfund" law), as amended, (42 U.S.C. Sections 9601 et seq.) or pursuant to Section 25281 of the California Health & Safety Code; any "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the structure of any existing improvements on the Premises, or are naturally occurring substances on, in or about the Premises; and petroleum, including crude oil or any fraction thereof, and natural gas or natural gas liquids ("Hazardous Material") to be brought upon, kept, used, stored, generated or disposed of in, on or about the Premises or transported to or from the Premises without the prior written approval of Sublandlord, which approval may be withheld in Sublandlord's sole and absolute discretion. Subtenant shall immediately notify Sublandlord if and when Subtenant learns or has reason to believe there has been any release of Hazardous Material in, on or about the Premises. Sublandlord may from time to time request Subtenant to provide adequate information for Sublandlord to determine that any Hazardous Material permitted hereunder is being handled in compliance with all applicable federal, state or local Laws or policies relating to Hazardous Material (including, without limitation, its use, handling, transportation, production, disposal, discharge or storage) or to human health and safety, industrial hygiene or environmental conditions in, on, under or about the Premises and any other property, including, without limitation, soil, air and groundwater conditions ("Environmental Laws"), and Subtenant shall promptly provide all such information. Sublandlord and Sublandlord's Agents shall have the right to inspect the Premises for Hazardous Material and compliance with the provisions hereof at all reasonable times upon reasonable advance oral or written notice to Subtenant (except in the event of an emergency). Without limiting the foregoing, Subtenant acknowledges and agrees that it shall be bound by and will comply with the environmental protection provisions provided for in Section 13 of the Master Lease.

**18.2. Subtenant's Environmental Indemnity.** If Subtenant breaches any of its obligations contained in Section 19.1 above, or, if any act or omission or negligence of Subtenant or any of Subtenant's Agents or Subtenant's Invitees results in any spilling, leaking, pumping, pouring, emitting, discharging, injecting, escaping, leeching or dumping ("Release") of Hazardous Material in, on, under or about the Premises or the Property, without limiting Subtenant's general Indemnity contained in Section 15.2 above, Subtenant, on behalf of itself and Subtenant's Agents, shall Indemnify the Indemnified Parties, and each of them, from and against all any and all enforcement, investigation, remediation or other governmental or regulatory actions, agreements or orders threatened, instituted or completed pursuant to any Environmental Laws together with any and all Losses made or threatened by any third party against Sublandlord, Sublandlord's Agents, or the Premises, relating to damage, contribution, cost recovery compensation, loss or injury resulting from the presence, Release or discharge of any Hazardous Materials, including, without limitation, Losses based in common law, investigation and remediation costs, fines, natural resource damages, damages for decrease in value of the Premises, the loss or restriction of the use or any amenity of the Premises and attorneys' fees and consultants' fees and experts' fees and costs ("Hazardous Materials Claims") arising during or after the Term of this Sublease and relating to such Release. The foregoing Indemnity includes, without limitation, all costs associated with the investigation and remediation of Hazardous Material and with the restoration of the Premises or the Property to its prior condition including, without limitation, fines and penalties imposed by regulatory agencies, natural resource damages and losses, and revegetation of the Premises or other Sublandlord property. Without limiting the foregoing, if Subtenant or any of Subtenant's Agents or Subtenant's Invitees, causes or permits the Release of any Hazardous Materials in, on, under or about the Premises or the Property, Subtenant shall, immediately, at no expense to Sublandlord, take any and all appropriate actions to return the Premises or other Sublandlord property affected thereby to the condition existing prior to such Release and otherwise investigate and remediate the Release in accordance with all Environmental Laws. Subtenant shall provide Sublandlord with written notice of and afford Sublandlord a full opportunity to participate in any discussions with governmental regulatory agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree, permit, approvals, or other compromise or proceeding involving Hazardous Material.

**18.3. Acknowledgment of Receipt of EBS and FOSL Reports.** Subtenant hereby acknowledges for itself and Subtenant's Agents that, prior to the execution of this Sublease, it has received and reviewed the Environmental Baseline Survey ("EBS") and the Finding of Suitability to Lease ("FOSL") described in Section 7 of the Master Lease.

## **19. GENERAL PROVISIONS**

**19.1. Notices.** Except as otherwise expressly provided in this Sublease, any notice given hereunder shall be effective only in writing and given by delivering the notice in person, or by sending it first class mail or certified mail with a return receipt requested or reliable commercial overnight courier, return receipt requested, with postage prepaid as follows:

Notice Address of Sublandlord

Treasure Island Development Authority  
410 Palm Avenue, Second Floor  
San Francisco, CA 94130  
Attn: Executive Director  
Fax No.: 415-274-0299

with a copy to:

Office of the City Attorney  
City Hall, Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94103  
Attn: Donnell Choy  
Fax No.: (415) 554-4736

Notice Address of Subtenant:

San Francisco Golden Gate Youth Rugby  
1829 Ocean Avenue  
San Francisco, CA 94112  
Attn: Tony Wells  
Phone No. (415) 819-8340  
Fax No. (415) 585-9081

Notice Address of Master Landlord: Commanding Officer (Code 24)

Southwest Division  
Naval Facilities Engineering Command  
1220 Pacific Highway  
San Diego, California 921232-5190

Any Party hereunder may designate a new address for notice purposes hereunder at least ten (10) days prior to the effective date of such change. Any notice hereunder shall be deemed to have been given two (2) days after the date when it is mailed if sent by first class or certified mail, one day after the date it is made, if sent by commercial overnight carrier, or upon the date personal delivery is made, and any refusal by either Party to accept the attempted delivery of any notice, if such attempted delivery is in compliance with this Section 20.1 and applicable Laws, shall be deemed receipt of such notice..

**19.2. Security Deposit.** Subtenant shall pay to Sublandlord upon execution of this Sublease a security deposit in the amount of Two Thousand Dollars (\$2,000.00) for security for the faithful performance of all terms, covenants and conditions of this Sublease. Subtenant agrees that Sublandlord may (but shall not be required to) apply the security deposit in whole or in part to remedy any damage to the Premises caused by Subtenant, Subtenant's Agents or Subtenant's Invitees, or any failure of Subtenant to perform any other terms, covenants or

conditions contained in this Sublease, without waiving any of Sublandlord's other rights and remedies hereunder or at Law or in equity. Should Sublandlord use any portion of the security deposit to cure any Event of Default by Subtenant hereunder, Subtenant shall immediately replenish the security deposit to the original amount, and Subtenant's failure to do so within five (5) days of Sublandlord's notice shall constitute a material Event of Default under this Sublease. Sublandlord's obligations with respect to the security deposit are solely that of debtor and not trustee. Sublandlord shall not be required to keep the security deposit separate from its general funds, and Subtenant shall not be entitled to any interest on such deposit. The amount of the security deposit shall not be deemed to limit Subtenant's liability for the performance of any of its obligations under this Sublease. To the extent that Sublandlord is not entitled to retain or apply the security deposit pursuant to this Section 20.3, Sublandlord shall return such security deposit to Sublandlord within forty-five (45) days of the termination of this Sublease.

**19.3. No Implied Waiver.** No failure by Sublandlord to insist upon the strict performance of any obligation of Subtenant under this Sublease or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, no acceptance of full or partial Rent during the continuance of any such breach, and no acceptance of the keys to or possession of the Premises prior to the expiration of the Term by any Agent of Sublandlord, shall constitute a waiver of such breach or of Sublandlord's right to demand strict compliance with such term, covenant or condition or operate as a surrender of this Sublease. No express written waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. The consent of Sublandlord given in any instance under the terms of this Sublease shall not relieve Subtenant of any obligation to secure the consent of Sublandlord in any other or future instance under the terms of this Sublease.

**19.4. Amendments.** Neither this Sublease nor any term or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the Parties hereto.

**19.5. Authority.** If Subtenant signs as a corporation, a partnership or a limited liability company, each of the persons executing this Sublease on behalf of Subtenant does hereby covenant and warrant that Subtenant is a duly authorized and existing entity, that Subtenant has and is qualified to do business in California, that Subtenant has full right and authority to enter into this Sublease, and that each and all of the persons signing on behalf of Subtenant are authorized to do so. Upon Sublandlord's request, Subtenant shall provide Sublandlord with evidence reasonably satisfactory to Sublandlord confirming the foregoing representations and warranties. Without limiting the generality of the foregoing, Subtenant represents and warrants that it has full power to make the waivers and releases, indemnities and the disclosure set forth herein, and that it has received independent legal advice from its attorney as to the advisability of entering into a sublease containing those provisions and their legal effect.



**19.6. Joint and Several Obligations.** The word "Subtenant" as used herein shall include the plural as well as the singular. If there is more than one Subtenant, the obligations and liabilities under this Sublease imposed on Subtenant shall be joint and several.

**19.7. Interpretation of Sublease.** The captions preceding the articles and sections of this Sublease and in the table of contents have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this Sublease. This Sublease has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the party responsible for drafting any part of this Sublease. Provisions in this Sublease relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or Sublandlord holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this Sublease, whether or not language of non-limitation, such as "without limitation" or similar words, are used. Unless otherwise provided herein, whenever the consent of Sublandlord is required to be obtained by Subtenant hereunder, Sublandlord may give or withhold such consent in its sole and absolute discretion.

**19.8. Successors and Assigns.** Subject to the provisions of Section 13, the terms, covenants and conditions contained in this Sublease shall bind and inure to the benefit of Sublandlord and Subtenant and, except as otherwise provided herein, their personal representatives and successors and assigns; provided, however, that upon any transfer by Sublandlord (or by any subsequent Sublandlord) of its interest in the Premises as lessee, including any transfer by operation of Law, Sublandlord (or any subsequent Sublandlord) shall be relieved from all subsequent obligations and liabilities arising under this Sublease subsequent to such transfer.

**19.9. Brokers.** Neither party has had any contact or dealings regarding the leasing of the Premises, or any communication in connection therewith, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the Sublease contemplated herein. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the party through whom the broker or finder makes a claim shall be responsible for such commission or fee and shall indemnify the other party from any and all Losses incurred by the indemnified party in defending against the same. The provisions of this Section shall survive any termination of this Sublease.

**19.10. Severability.** If any provision of this Sublease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Sublease, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other



provision of this Sublease shall be valid and be enforceable to the fullest extent permitted by Law.

**19.11. Governing Law.** This Sublease shall be construed and enforced in accordance with the Laws of the State of California and the federal government.

**19.12. Entire Agreement.** This instrument (including the exhibits hereto, which are made a part of this Sublease) contains the entire agreement between the Parties and supersedes all prior written or oral negotiations, discussions, understandings and agreements. The Parties further intend that this Sublease shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts of this Sublease and any changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Sublease. Subtenant hereby acknowledges that neither Sublandlord nor Sublandlord's Agents have made any representations or warranties with respect to the Premises or this Sublease except as expressly set forth herein, and no rights, easements or licenses are or shall be acquired by Subtenant by implication or otherwise unless expressly set forth herein. Notwithstanding the foregoing, the Parties shall make a good faith effort to negotiate mutually acceptable changes to this Sublease, if any, within ninety (90) days of the date hereof, provided however, that such changes, if any, shall be subject to the approval of the Master Landlord.

**19.13. Attorneys' Fees.** In the event that either Sublandlord or Subtenant fails to perform any of its obligations under this Sublease or in the event a dispute arises concerning the meaning or interpretation of any provision of this Sublease, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder (whether or not such action is prosecuted to judgment), including, without limitation, court costs and reasonable attorneys' fees.

**19.14. Time of Essence.** Time is of the essence with respect to all provisions of this Sublease in which a definite time for performance is specified.

**19.15. Cumulative Remedies.** All rights and remedies of either party hereto set forth in this Sublease shall be cumulative, except as may otherwise be provided herein.

**19.16. Survival of Indemnities.** Termination of this Sublease shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this Sublease, nor shall it affect any provision of this Sublease that expressly states it shall survive termination hereof. Subtenant specifically acknowledges and agrees that, with respect to each of the indemnities contained in this Sublease, Subtenant has an immediate and independent obligation to defend Sublandlord and the other Indemnified Parties from any claim which actually or potentially falls within the indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Subtenant by Sublandlord and continues at all times thereafter.

**19.17. Relationship of Parties.** Sublandlord is not, and none of the provisions in this

Sublease shall be deemed to render Sublandlord, a partner in Subtenant's business, or joint venturer or member in any joint enterprise with Subtenant. This Sublease is not intended nor shall it be construed to create any third party beneficiary rights in any third party, unless otherwise expressly provided. The granting of this Sublease by Sublandlord does not constitute authorization or approval by Sublandlord of any activity conducted by Subtenant on, in or relating to the Premises.

**19.18. Recording.** Subtenant agrees that it shall not record this Sublease nor any memorandum or short form hereof in the official records of any county.

**19.19. Non-Liability of Indemnified Parties' officials, employees and Agents.** No elective or appointive board, commission, member, officer or employee of any of the Indemnified Parties shall be personally liable to Subtenant, its successors and assigns, in the event of any default or breach by Sublandlord or for any amount which may become due to Subtenant, its successors and assigns, or for any obligation of Sublandlord under this Agreement.

**19.20. No Discrimination.** Subtenant shall comply with the non-discrimination provisions of Section 19.1 of the Master Lease, including, without limitation, posting all notices required therein.

**19.21. Counterparts.** This Sublease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**19.22. Master Landlord's Consent.** This Sublease is expressly conditioned upon receipt of the written consent of Master Landlord

## **20. SPECIAL PROVISIONS**

**20.1. Signs.** Subtenant agrees that it will not erect or maintain, or permit to be erected or maintained, any signs, notices or graphics upon or about the Premises which are visible in or from public corridors or other portions of any common areas of the Building or from the exterior of the Premises, without Sublandlord's prior written consent, which Sublandlord may withhold or grant in its sole discretion.

**20.2. Public Transit Information.** Subtenant shall establish and carry on during the Term a program to encourage maximum use of public transportation by personnel of Subtenant employed on the Premises, including, without limitation, the distribution to such employees of written materials explaining the convenience and availability of public transportation facilities adjacent or proximate to the Building and encouraging use of such facilities, all at Subtenant's sole expense.

**20.3. Non-Discrimination.**

(a) Covenant Not to Discriminate. In the performance of this Sublease, Subtenant covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with, Subtenant in any of Subtenant's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Subtenant.

(b) Subleases and Other Subcontracts. Subtenant shall include in all Subleases and other subcontracts relating to the Premises a non-discrimination clause applicable to such subtenant or other subcontractor in substantially the form of subsection (a) above. In addition, Subtenant shall incorporate by reference in all subleases and other subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subtenants and other subcontractors to comply with such provisions. Subtenant's failure to comply with the obligations in this subsection shall constitute a material breach of this Sublease.

(c) Non-Discrimination in Benefits. Subtenant does not as of the date of this Sublease and will not during the Term, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) HRC Form. Subtenant shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission (the "HRC").

(e) Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the lease of City property are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Subtenant shall comply fully with and be bound by all of the provisions that apply to this Sublease under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Subtenant understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day

during which such person was discriminated against in violation of the provisions of this Sublease may be assessed against Subtenant and/or deducted from any payments due Subtenant.

**20.4. No Relocation Assistance; Waiver of Claims.** Subtenant acknowledges that it will not be a displaced person at the time this Sublease is terminated or expires by its own terms, and Subtenant fully RELEASES, WAIVES AND DISCHARGES forever any and all Claims against, and covenants not to sue, Sublandlord, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any laws, including, without limitation, any and all claims for relocation benefits or assistance from Sublandlord under federal and state relocation assistance laws (including, but not limited to, California Government Code Section 7260 et seq.), except as otherwise specifically provided in this Sublease with respect to a Taking.

**20.5. Rent Control Laws Inapplicable.** Subtenant acknowledges and agrees that the rent for the Premises is controlled by a governmental agency and, therefore, neither the Premises nor this Sublease are subject to the provisions of any rent control or other similar ordinances, including, without limitation, the provisions of Chapter 37 of the San Francisco Administrative Code.

**20.6. MacBride Principles - Northern Ireland.** The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Subtenant acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

**20.7. Tropical Hardwood Ban.** The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood product.

**20.8. Conflicts of Interest.** Subtenant states that it is familiar with the provisions of Section 8.105 and 8.106 of the San Francisco Charter and certifies that it knows of no facts which would constitute a violation of such provisions. Subtenant further certifies that it has made a complete disclosure to the Sublandlord of all facts bearing on any possible interests, direct or indirect, which Subtenant believes any officer or employee of the Sublandlord presently has or will have in this Sublease or in the performance thereof or in any portion of the profits thereof. Willful failure by Subtenant to make such disclosure, if any, shall constitute grounds for the Sublandlord's termination and cancellation of this Sublease.

**20.9. Prevailing Wages for Construction Work.** Subtenant agrees that any person performing labor in the construction of the alterations required under Section 7.1 [Alterations] shall be paid not less than the highest prevailing rate of wages and that Subtenant shall include, in any contract for construction of such improvements, a requirement that all persons performing

labor under such contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. Subtenant further agrees that, as to the construction of such improvements under this Sublease, Subtenant shall comply with all the provisions of subsection (b) of San Francisco Charter Section A7.204 and Sections 6.33 through 6.45 of the San Francisco Administrative Code that relate to payment of prevailing wages. Subtenant shall require any contractor to provide, and shall deliver to Sublandlord every two weeks during any construction period, certified payroll reports with respect to all persons performing labor in the construction of any of the required alterations.

**20.10. Prohibition of Tobacco Advertising.** Subtenant acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the Authority or the City, including the Premises and the Property. This prohibition includes the placement of the name of a company producing selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

Sublandlord and Subtenant have executed this Sublease in triplicate as of the date first written above.

**SUBTENANT:**

San Francisco Golden Gate Youth Rugby

By: \_\_\_\_\_

Its:

**SUBLANDLORD:**

TREASURE ISLAND DEVELOPMENT  
AUTHORITY

By: \_\_\_\_\_

Tony Hall

Its: Executive Director

Approved as to Form:

\_\_\_\_\_  
Deputy City Attorney

EXHIBIT A

MASTER LEASE

EXHIBIT B

DRAWING OF THE PROPERTY



EXHIBIT C

DRAWING OF THE PREMISES

**EXHIBIT D**

**STANDARD RULES AND REGULATIONS**

EXHIBIT E

STANDARD UTILITIES AND SERVICES

Tenants are responsible for all utilities.







# Presentation to TIDA

## Treasure Island Draft Sustainability Plan

### March 9, 2005

#### Introduction

*"Rock walls composed of 287,000 tons of quarried rock were sunk in the shoals. Twenty million cubic yards of sea bottom were dredged up and piled within the walls. When the sand was 13 feet above sea level, engineers "unsalted" it by a leaching process. Barges brought 50,000 cubic yards of loam from the mainland to enrich it. When the engineers finished, a 400-acre island, a mile long and two-thirds of a mile wide, had appeared in the Bay. The world's largest man-made island now has risen from the waves."*

*1939 World's Fair statement on the creation of Treasure Island*

We now have a unique and historic opportunity to transform Treasure and portions of Yerba Buena Islands (referred to hereafter as Treasure Island or TI, except when otherwise specified) into an environmentally sustainable urban community. The process of designing and building a sustainable Treasure Island is an overarching core principle that will be integrated into all other aspects of this project. The entire project should have the goal of becoming a model by exhibiting the concepts and practices of sustainable community development.

The City and TIDC have expressed strong support for providing sustainable development practices at Treasure Island. This draft Sustainability Plan specifies that environmentally sustainable practices will be integrated as part of the infrastructure and construction throughout the project.

The provisions for sustainable development will be articulated in more detail as this document, and other documents are negotiated by the stakeholders. For example, the Design for Development Agreement will call for certain land use and building requirements that will require the use of sustainable design practices in both the horizontal and vertical components of the project and the Design, Review and Document Approval Procedure for Vertical Improvements (Vertical DRDAP), will call for the use of green building measures and energy efficient utilities by vertical developers.

As the transaction and entitlement process continues, sustainable development practices will be highlighted. Two general areas of development will be considered through the lens of sustainable design practices. First is the horizontal or infrastructure development and land preparation. This part of the development process focuses on land development: deconstructing the old infrastructure systems on Treasure Island (roads, sewers, buildings, etc.), constructing an entirely new infrastructure system and preparing pads for vertical development. Specific implementation for sustainable development on the horizontal development on Treasure Island will have to be compatible with, and contingent upon, environmental regulatory direction, established land use covenants and specific geotechnical conditions. The second area of development is the vertical construction: building the new residences, commercial space and other amenities. Each of these

areas of development will have their own unique features. At this juncture, key concepts which have been discussed include: deconstruction and demolition techniques; hazardous materials remediation; storm water management; decentralized sewage treatment; recycling and composting; energy conservation; provision of renewable energy; land use policies that emphasize strong neighborhoods; walkability and a network of attractive public places; sustainable design practices; creating effective nodes for alternative transportation; and open space planning that minimizes energy and water consumption, encourages native plant usage and promotes biodiversity. Each of these policy issues is discussed below.

This draft Sustainability Plan represents City staff's current analysis of the sustainable design issues that will be part of the future redevelopment of Treasure Island. These issues, and the goals and objectives for responding to them, are subject to change and modification during the negotiations with TICD, and the measures discussed are part of the iterative work of the negotiations with TICD that will require serious analysis of each measure's benefits, feasibility, viability and practicality. As the project is developed in further detail and the project economics become less uncertain, subsequent versions of this Sustainability Plan will incorporate refinements and more specific measures for meeting the goals and objectives outlined herein.

## **Resource Efficient Infrastructure**

### **Building Statistics**

In the United States buildings consume more than 30% of our nation's total energy and 60% of its electricity every year. According to the US Department of Energy, buildings generate 49% of sulfur dioxide emissions, 25% of nitrous oxide emissions and 10% of particulate emissions – these numbers are based on conventional building practices that are typically fragmented, oversized, inefficient and unhealthy.

### **Development of Green Building**

Green building, or sustainable building, is changing the way that buildings are designed, built and operated. Green building promotes an integrated approach to design that engages all team members early in the process to create a building that is comprehensive, efficient, and healthy.

In 2000 the US Green Building Council (USGBC) published the LEED (Leadership in Energy and Environmental Design) Green Building Rating System<sup>®</sup> which is a voluntary, consensus-based national standard for developing sustainable buildings. LEED<sup>®</sup> currently has rating systems for the following building sectors: new commercial construction and major renovations (LEED-NC), existing building operations (LEED-EB), commercial interiors (LEED-CI), core and shell (LEED-CS) and is in the process of developing rating systems for homes (LEED-H) and neighborhood Development (LEED-ND). Currently there are over 1,700 buildings in 50 states that are seeking LEED certification and 157 are LEED certified. The numbers that are being reported from these projects are very encouraging: the Swiss Re Tower in London – 50% less energy consumption than a comparable conventional building; the Conde Nast Building at 4 Times Square in New York City – 35 to 40% less energy than a conventional building; the Robert Redford Building in Santa Monica, CA – 60% less water than a conventional building; and the list goes on. Higher productivity, less illness and absenteeism and higher test scores with students are also benefits that are being realized from green building.



USGBC is truly affecting the marketplace as seen by the use and adoption of the LEED rating systems by Federal Agencies, States, Cities, 13 other countries and the private sector. Rick Fedrizzi, president and chief executive of the USGBC says, "The green-building movement really is about understanding the building as an organism and understanding how all the systems play together. We are living in a much different age than we did in the 1970s and '80s, when everything was fast and cheap and quick and glitzy. Now it's about thoughtful construction, safe construction and enduring construction. As green buildings garner more attention, a popular misconception is that they cost more. If you start the process early, with an educated team, you can do it for not a penny more than conventional construction".

### **Green Building in California**

The State of California strongly supports green building as seen by its participation in the development of several of the LEED Rating Systems and the Collaborative for High Performance Schools (CHPS) program and rating system. In addition, the State and Consumer Services Agency has established a Sustainable Building Task Force to develop a strategy to achieve the sustainable building goal found in former Governor Davis' Executive Order D-16-00, and to implement the resulting 10-point plan described in *Building Better Buildings: A Blueprint for Sustainable State Facilities*. In December 2004, Governor Schwarzenegger signed the Sustainable Buildings Executive Order requiring that all new and renovated State buildings achieve a LEED Silver or higher certification and that all State buildings be 20% more energy efficient by 2015, and encouraging the private sector to do the same.

### **Green Building in San Francisco**

In May 2004, San Francisco adopted Chapter 7 of the Environment Code – *Green Building Standards*– requiring all new municipal construction projects to achieve a LEED Silver or higher certification by USGBC. This accomplishment has set San Francisco as a leader among municipalities. The San Francisco Department of the Environment's (SFE) Green Building team oversees the environmental design and performance of all municipal construction projects, chairs the inter-departmental Resource Efficient Building Task Force, develops green building policy, guidelines, tools and training for City design professionals, initiates revisions to building codes to allow for high performance technologies, supports residential and commercial green building efforts, and collaborates with appropriate City departments to ensure that basic infrastructures are developed to support green building in the City.

### **Treasure Island As a Landmark Green Building Development**

The USGBC is in the process of developing the LEED Neighborhood Development (LEED-ND) Rating System. By the first quarter of 2006, USGBC is expecting to make its call for pilot projects for LEED-ND. TIDA staff, SFE staff and TICD have discussed having the proposed project participate in this LEED-ND pilot project effort. The pilot project process involves working closely with USGBC and industry experts to inform the development of the LEED-ND rating system and providing assistance to the Treasure Island development to achieve high levels of economic, environmental and social performance. By agreeing to participate, TIDA, SFE and TICD are all reaffirming their individual and collective commitment to sustainable design and green building development.

## Approach for a Sustainable Neighborhood Development

The organizing principles and priority for Sustainable Neighborhood Developments should follow this sequence:

- Integrated Design Process – ensure coordination, synergy and cost savings across disciplines
- Sustainable sites and hydrology – supporting and enhancing existing natural features
- Open Space, landscaping, park lands and natural areas – creating a network of connected parks and natural areas
- Circulation and transportation – pedestrian and transit oriented development
- Land Use– compact development preserving open space and undeveloped areas.

The following sections define these principles and provide supporting information.

## Integrated Design Process

**GOALS:** Initiate an integrated design process involving all stakeholders including owners, project managers, financial officers, architects, engineers, estimators, contractors (or construction managers), facilities managers and end users. Retain a Project Sustainability Coordinator with responsibility for achieving agreed upon environmental goals.

**OBJECTIVES:** This early coordination of efforts enables synergies and cost savings among disciplines and solving certain problems that cannot be addressed in a more linear process. It allows for more advanced technologies to be considered and provides a building or neighborhood that operates as a comprehensive interactive system. For more information see: <http://www.buildinggreen.com/auth/article.cfm?fileName=131101a.xml>

## Horizontal Development

### 1. Sustainable Sites and Hydrology

#### A. Erosion and Sedimentation Control

**GOALS:** Meet LEED-NC® Sustainable Sites Prerequisite for Erosion and Sedimentation Control

**OBJECTIVES:** Prevent loss of soil during construction by storm water runoff and/or wind erosion, including protecting topsoil by stockpiling for reuse. Prevent sedimentation of storm sewer or receiving streams and/or air pollution with dust and particulate matter. For more information see: Green Building Compliance Guide for San Francisco Municipal Buildings, pages 37-38.

## B. Storm Water Management

**GOALS:** Minimize or eliminate storm water runoff. If possible, eliminate curbs and catch basins. Meet LEED-NC® Sustainable Sites—Storm Water Management Credit 2

**OBJECTIVES:** The project should seek to maintain the hydrologic cycle and shall protect water quality by minimizing disturbances, saving trees, supporting and enhancing natural landforms and drainages, minimizing consumptive water use, utilizing integrated vegetative storm water techniques and pervious paving materials. Where beneficial, the project should seek, to the greatest extent possible, given the environmental regulatory direction and established land use covenants set by state and federal regulators and Treasure Island's unique geological makeup, to allow storm runoff to filter into the ground to help reduce downstream flooding. Carefully planned infiltration swales and basins and measures to reduce impermeable surfaces are generally less costly than the conventional practice of installing storm sewers and building large detention ponds. Examples include: maximizing planted open space, avoiding contiguous impermeable surfaces, minimizing roadway width, incorporating living roofs on buildings, storing roof runoff for later use, and using porous paving materials. For more information see: [Green Building Compliance Guide for San Francisco Municipal Buildings](#), pages 47-49.

**GOAL:** Reduce or Eliminate Polluted Stormwater Runoff to the Bay

**OBJECTIVES:** Construct wetlands for storm water treatment. Treatment wetlands can remove a variety of contaminants (including fertilizers, pet waste, crankcase oil, pulverized brake linings) prior to discharge into the Bay. Bodies of water, plants and microbes naturally remove water contaminants. Constructed wetlands closely mimic natural systems in their operation, harboring diverse, complex ecosystems. By constructing artificial wetlands, we also learn more about the value of *natural* wetlands—and why we need to protect them. Provide a source of recycled water in dry season to maximize aesthetic, ecological and pollutant sequestering values.

Maximize treatment level of polluted runoff. While mechanical liquid/solid separators are considerably better than nothing, they do not remove all pollutants.

## C. Innovative Wastewater Technology

**GOAL:** Use the best available technology for the reuse of sewage and residual stormwater, using these flows as resources rather than waste products.

**OBJECTIVES:** Replace the existing sewage treatment plant with a decentralized, on-site, state-of-the-art, small-footprint, odor-free plant, integrated into the landscaping that can recycle water for irrigation purposes, treat sewage for disposal without unnecessary costs and can treat storm water to levels appropriate for tertiary uses. Carefully consider alternatives to chlorine and choramine for disinfection, such as ozone and ultra-violet light.

Identify uses for recycled water, including enhancement of the stormwater treatment wetlands, landscaping, etc., and create an appropriate storage and distribution system.

Treasure Island's unique location in the Bay provides an opportunity to both treat sewage in an environmentally appropriate manner and help treat residual storm water as part of the larger wetlands program. By constructing an on-site treatment plant and a constructed storm water treatment wetlands, the comprehensive wastewater management program can function to symbiotically improve water quality and provide a source of recycled water while increasing habitat value and providing educational opportunities.

<http://www.buildinggreen.com/auth/article.cfm?filename=030402a.xml>

## **2. Open Space and Landscaping**

### **A. Reduced Site Disturbance**

**GOAL:** Protect and restore existing vegetation. Meet LEED-NC® Sustainable Sites—Reduced Site Disturbance Credit 5.1

**OBJECTIVES:** Costs to protect vegetation can be easily recouped through having to spend less on plantings following construction. Large trees significantly boost property values. Protection of shade trees can allow downsizing of air conditioning equipment, because cooling loads can be reduced. For more information see: Green Building Compliance Guide for San Francisco Municipal Buildings, pages 44-47.

### **B. Water Efficient Landscaping**

**GOAL:** Limit or eliminate potable water use for landscaping. Meet LEED-NC® Water Efficiency—Water Efficient Landscaping Credit 1 (both points)

**OBJECTIVES:** Indigenous landscaping supports wildlife and biodiversity far better than conventional turf. Native landscaping also does not require irrigation and chemical treatments (fertilizer, herbicides, pesticides, etc.). In most cases, it costs less to landscape with native vegetation than to put in lawns and non-native plant species. For more information see: Green Building Compliance Guide for San Francisco Municipal Buildings, pages 53.

### **C. Integrated Pest Management**

**GOAL:** Minimize pesticide use. Meet LEED-EB Credits 10.4 & 10.5 – Low Environmental Impact Pest Management Policy

**OBJECTIVES:**

1. Select locally adapted, pest resistant, and/or native plant species for landscape plantings.
2. Use landscape designs and measures that exclude weeds, such as weed cloth, mulches, dense plantings, and mowing strips.
3. Use landscape designs and measures that maintain vigorous plant growth to minimize landscape pest problems, for example, by installing easily maintained, computerized irrigation systems, ensuring proper drainage, and using compost to build soil fertility.

## **D. Biological Diversity**

**GOAL:** Protect and restore existing natural habitat and wildlife

**OBJECTIVES:** Identify and map the naturally occurring habitats on Yerba Buena Island and assure their protection from development and inappropriate uses. Remove or control invasive introduced species as necessary to protect natural ecosystems. Utilize the nursery proposed for TI to propagate native species for restoration and re-introduction, specifically, Yerba Buena (Satureja douglasii), the island's namesake. Manage the natural areas of YBI in cooperation with the City's Natural Areas Program. Prohibit the use of invasive exotics in the landscaped areas. Consult with the Audubon Society regarding tree trimming and removal, trail placement, and other activities that could impact wildlife.

**GOAL:** Maximize the natural values of the developed and horticultural portions of the islands.

**OBJECTIVES:** Use wildlife-friendly plants. Restrict night lighting that could interfere with bird migration.

## **3. Circulation and Transportation**

### **A. Pedestrian/Bicycle Oriented Development**

**GOAL:** Reduce automobile use for intra-island transportation to the greatest extent possible by the establishment of pedestrian and bicycle friendly land uses and support facilities.

**OBJECTIVES:** The project should seek to create dense and cohesive neighborhoods (given the site constraints and constraints imposed by other regulatory agencies) that are in close proximity to the key transit nodes, such as that proposed at Pier One. This will allow residents and visitors to walk, bike or ride an on-Island alternative fuel shuttle to basic services, commercial venues, recreational experiences, and other public spaces. The project shall provide sufficient bicycle parking facilities at commercial and transit nodes, as well as a free bicycle program for use by island residents and visitors.

### **B. Transit Oriented Development**

**GOAL:** Tie development to transit nodes and emphasize transit alternatives and importance of major transit node at Pier One. Meet LEED-NC® Sustainable Sites—Alternative Transportation Credit 4.1

**OBJECTIVES:** The project should seek to reduce pollution and other impacts from automobile use by emphasizing transit alternatives, such as ferries, buses, car share opportunities, organized car pooling, and possibly private water taxi systems and jitneys. Adopt mitigation measures to minimize any significant impacts that may occur to the traffic congestion on and approaching the Bay Bridge. For more information see: Green Building Compliance Guide for San Francisco Municipal Buildings, pages 41-44.

### C. Alternative Fuel Vehicles

**GOAL One:** Require the use of zero emission vehicles by government agencies and encourage their use by businesses and non profits on the island, and provide preferred parking for AFV's.

**GOAL Two:** Develop alternative fuel infrastructure on Treasure Island to support the use of clean air vehicles, including the production of clean fuels such as bio-diesel and hydrogen and use of electric, bio-diesel, natural gas and hydrogen vehicles.

**OBJECTIVES:** Reduce pollution and oil dependence by encouraging the use of alternative fuel vehicles. For more information see: Green Building Compliance Guide for San Francisco Municipal Buildings, pages 41-44.

### D. Parking Capacity

**GOAL One:** Discourage automobile use through parking capacity controls and reduced speed limits.

**OBJECTIVES:** The project should seek to limit parking by implementing standards that are below current minimum planning code requirements for both on- and off-street parking, providing preferred parking for carpools and vanpools, implementing a CarShare program with the necessary car share pod on site and, to the extent feasible, unbundling parking from housing units. Consider bundling transit passes with condo fees and with hotel room fees. For more information see: Green Building Compliance Guide for San Francisco Municipal Buildings, pages 41-44.

### E. Promote The Use of Public Transportation

**GOAL:** Establish comprehensive public transit options as part of a comprehensive Transportation Demand Management program established, implemented and administered by a Treasure Island Transportation Coordination Committee.

**OBJECTIVES:** Offer a variety of options, including:

- Ferry service to San Francisco, and ultimately to the East Bay
- Upgraded MUNI service to the Transbay Terminal, with some runs continuing to points beyond, especially the Financial District and Civic Center
- New AC Transit service to Oakland transit hub
- Organized ridesharing
- Possible water taxi service
- A coordinated transit hub at Pier One
- On-island transit options making mass transit more efficient and less time consuming
- Minimize the need for transfers by placing most dwelling units within a half-mile walk of the ferry terminal
- Bus and ferry systems that can easily accommodate bicycles

## **4. Land Use**

### **A. Site Selection**

**GOAL:** Avoid development in areas severely impacted by hazardous materials or set aside for public spaces by the State Lands Commission and the Bay Conservation and Development Commission and reduce environmental impacts from the location of buildings on a site. Meet LEED-NC® Sustainable Sites—Site Selection Credit 1

**OBJECTIVES:** The project should seek to avoid development on portions of sites that are severely impacted by hazardous materials, are designated as public spaces by the State Lands Commission and the Bay Conservation and Development Commission, contain habitat for threatened or endangered species, wetlands, or parklands. For more information see: Green Building Compliance Guide for San Francisco Municipal Buildings, pages 39.

### **B. Brownfield Redevelopment**

**GOAL:** Achieve maximum cleanup of the toxic substances left by the Navy, as required by State and Federal regulatory agencies.

**OBJECTIVES:** Work with the Department of Defense and Congress to fund and implement timely and thorough remediation of all toxics, consistent with and to facilitate the building and open space uses proposed in the current development plan.

### **C. Development Density**

**GOAL:** Density of developed areas shall meet LEED-NC® Sustainable Sites—Urban Redevelopment Credit 2.0

**OBJECTIVES:** The project should seek to cluster development into identified neighborhoods or zones and preserve larger areas of open space, thereby reducing the costs (and environmental impacts) of pavement, sewer lines, utility lines, stormwater system, etc., and making a car-free lifestyle a more viable option. The open space also serves to protect local ecosystems and biodiversity. For more information see: Green Building Compliance Guide for San Francisco Municipal Buildings, pages 68-69.

### **D. Minimize Paved Area**

**GOAL:** Reduce costs, increase permeability and open space.

**OBJECTIVES:** The project should seek to minimize the amount of roads, driveways, access roads and parking areas, reduce impervious surfaces, preserve open space, and reduce resource consumption. Also keep streets and driveways as narrow as is practicable, and look for ways to reduce parking requirements. Offer employee and visitor incentives to use public transit. For more information see: Green Building Compliance Guide for San Francisco Municipal Buildings, pages 68-69.

## **E. Construction Waste Management**

**GOAL:** Divert at least 75% of construction, demolition and land clearing debris from landfill disposal. Meet LEED-NC® Materials and Resources—Construction Waste Management Credit 2.2

**OBJECTIVES:** The project should implement a construction waste management plan. For more information see: [Green Building Compliance Guide for San Francisco Municipal Buildings](#), pages 68-69.

**GOAL:** Deconstruct all buildings with substantial recoverable materials, as indicated by the survey completed in 1997. Deconstruction will utilize labor from TI associated agencies, specifically the Treasure Island Homeless Development Initiative and Job Corps, with a training element geared to preparing workers for construction employment. Buildings appropriate for demolition will recover resources on-site for use on island to the greatest degree possible.

**OBJECTIVES:** This can include stockpiling and grinding of inerts and organics for reuse and batching into necessary construction and landscaping materials.

## **F. Infrastructure**

**GOAL:** Select sites that require minimal extension of the area to be served by infrastructure.

**OBJECTIVES:** Where roadways, water, sewer, and utility lines require minimal extension, the infrastructure costs of development can be significantly reduced - while the environmental impacts of development are reduced and more pristine, undeveloped land is preserved.

## **G. Solar Orientation**

**GOAL:** Use appropriate street alignment or width and development patterns to reduce shading and maximize solar energy potential for all buildings.

**OBJECTIVES:** The project shall make every effort to align building shape, height and orientation to utilize natural energy flows. Proper street and lot layout enable energy efficiency, human comfort and renewable energy production in the built environment. For more information see:  
<http://www.buildinggreen.com/search/index.cfm?q=passive+solar&x=11&y=7>

# **Vertical Development**

## **A. Building Reuse**

**GOAL:** For historic buildings, the gym, and the school, maintain at least 75% of existing code-compliant building structures and shell (exterior skin and framing, excluding window assemblies and nonstructural roofing material) subject to



regulatory constraints such as the U.S. Department of Interior standards for historic structures. Meet LEED-NC® Materials and Resources—Building Reuse Credit 1.1

**OBJECTIVES:** Extend the life cycle of existing building stock, conserve resources, retain cultural resources, reduce waste and reduce environmental impacts of new buildings as they relate to materials manufacturing and transport.

## **B. New Commercial Buildings**

**GOAL:** Require that all new commercial buildings achieve, at a minimum, a LEED-NC® Silver certification level from the U.S Green Building Council (USGBC), with a stated goal of achieving LEED NC Gold certification as more specific information is available regarding the commercial component of the project.

**OBJECTIVES:** LEED for New Construction and Major Renovations (LEED-NC) is a green building rating system that was designed to guide and distinguish high-performance commercial and institutional projects. For more information see:  
<http://www.usgbc.org/LEED/publications.asp>

**GOAL:** Incorporate pest prevention as a design and maintenance objective for new commercial buildings. Meet LEED-EB Credits 10.4 & 10.5 – Low Environmental Impact Pest Management Policy

### **OBJECTIVES:**

- a. *Design to exclude pests from new buildings*, using design features such as single-pour slabs, sealing of pipe breaks, sand barriers beneath foundations, sealed wall cavities, injection of boric acid into wall voids, installation of door sweeps, and appropriately screened foundations, attic vents, and windows.
- b. *Design to reduce potential pest harborage* in or near new buildings, using features such as bird-repellent roof designs, removal of all cellulose-containing materials from building sites, use of wall coverings that do not provide insect harborages (i.e., avoid pegboard), and keeping vegetation (such as ivy) at least three feet away from buildings.
- c. *Design to improve moisture management in new buildings*, using features such as moisture barriers beneath foundations, adequate ventilation, and appropriate drainage near foundations.
- d. *Design to facilitate inspection and maintenance* in new buildings, for example, by designing-in easy access to foundations and to pipe breaks in foundations, building-in access to areas covered by suspended ceilings, and by building for easy sanitation by:
  - i. designing floors and shelves for easy cleaning
  - ii. elevating dumpsters
  - iii. including coves at wall/floor junctures to prevent accumulation of debris, and sloping kitchen and bathroom floors for easy drainage.

## **C. Tenant Improvements—Commercial Buildings**

**GOAL:** Require that all tenant improvements in new commercial buildings achieve, at a minimum, a LEED-CI® Silver certification level from the U.S Green Building Council (USGBC), with a stated goal of achieving LEED-CI Gold certification as

more specific information is available regarding the commercial component of the project.

**OBJECTIVES:** LEED for Commercial Interiors (LEED-CI) addresses the specifics of tenant spaces in office, retail, and institutional buildings. LEED-CI is part of a comprehensive suite of LEED green building rating tools developed by USGBC to promote green design, construction, and operations practices in buildings nationwide. For more information see: [http://www.usgbc.org/LEED/leed\\_interiors.asp](http://www.usgbc.org/LEED/leed_interiors.asp)

Hotels should be managed as “green hotels” where, for example, sheets and towels are exchanged only on request, soaps and toiletries are biodegradable, and lighting is automatically controlled.

#### **D. Residential Buildings**

**GOAL:** Require that new housing units and renovated permanent housing units (units that have an anticipated life span of more than 10 years) be subject to a high level sustainability goal that will be determined at the time the Disposition and Development Agreement is completed, through agreement between the Department of the Environment and the other stakeholders involved in the project. The priority would be using one of the high level standards adopted by the US Green Building Council, which will be presenting the Leadership in Energy and Environmental Design rating system for homes in 2007.

**OBJECTIVES:** The State of California, in collaboration with *Bay Area Build it Green*, a coalition of local government representatives, environmental groups, homebuilders, and product manufacturers is developing a state-wide residential green building rating system. It is expected that city and county municipalities will then adopt these guidelines to encourage or require that residential developers and homebuilders achieve certain environmental performance measures in their residential building projects.

**GOAL:** Incorporate pest prevention as a design and maintenance objective for new residential buildings. Meet LEED-EB Credits 10.4 & 10.5 – Low Environmental Impact Pest Management Policy

**OBJECTIVES:**

- a. *Design to exclude pests from new buildings*, using design features such as single-pour slabs, sealing of pipe breaks, sand barriers beneath foundations, sealed wall cavities, injection of boric acid into wall voids, installation of door sweeps, and appropriately screened foundations, attic vents, and windows.
- b. *Design to reduce potential pest harborage* in or near new buildings, using features such as bird-repellent roof designs, removal of all cellulose-containing materials from building sites, use of wall coverings that do not provide insect harborages (i.e., avoid pegboard), and keeping vegetation (such as ivy) at least three feet away from buildings.
- c. *Design to improve moisture management in new buildings*, using features such as moisture barriers beneath foundations, adequate ventilation, and appropriate drainage near foundations.

- d. *Design to facilitate inspection and maintenance* in new buildings, for example, by designing-in easy access to foundations and to pipe breaks in foundations, building-in access to areas covered by suspended ceilings, and by building for easy sanitation by:
- i. designing floors and shelves for easy cleaning
  - ii. elevating dumpsters
  - iii. including coves at wall/floor junctures to prevent accumulation of debris, and sloping kitchen and bathroom floors for easy drainage.

## **E. Waste Prevention and Recycling**

**GOAL:** Achieve the City's solid waste diversion goal of 75% by 2010

**OBJECTIVES:** Waste prevention, reuse, recycling and composting are important techniques that will be utilized to meet the City's goals of resource conservation and create a sustainable, livable community for TI: public, private, recreational, commercial and residential. Waste prevention, recycling and composting objectives include:

- Placement of standard trash and recycling receptacles at strategic locations along main thoroughfares, at mass transit stops, and at parks and open spaces including the marina.
- Creating an effective recycling program in all public, commercial and residential spaces.
- Establishing a composting collection program for public, commercial and residential uses. Composting will take place on-Island, likely in conjunction with the Urban Garden planned for Treasure Island.
- The project will include community and managed garden spaces for resource regeneration, composting opportunities and landscaping sustainability.
- A sustainability center will be developed, to promote waste reduction and other sustainable practices, and facilitate durable item reuse. The Sustainability Coordinator will provide education, reinforcement and follow-up to make sure the recycling program is being implemented properly.

## **F. Energy**

**GOAL:** Minimize the island's electricity demand by reducing energy consumption and explore generating power on-site.

**OBJECTIVES:** The project should seek to reduce energy consumption and generate power through the following methods:

- Develop the electrical distribution system as a distributed energy system to enable all of the power need being met with local distributed generation systems.
- Install one centralized energy monitoring and reporting system for the entire development at the building level
- Exceed California Title 24 standards for all buildings by at least 20%
- Mandate for all buildings Energy Star appliances and equipment, premium efficiency motors, demand response capability, and LED for all lit signage
- Use high efficiency lighting strategies for walkways, streets, signage, and other outdoor lighting
- Design all outdoor lighting to protect the darkness of the night sky

- Perform a feasibility study of a district heating and/or cooling system that may utilize cogeneration and/or ground or water source heat pumps.
- Use active and passive solar energy systems to minimize demand for electricity and natural gas as well as generate electricity to the maximum amount feasible
- Enable and protect solar access through the design of streets, parcels, and buildings
- Perform a feasibility study on the viability of on-site generation of energy, with a goal of generating a minimum of 20% of Treasure Island's peak demand from on-site renewable energy sources
- With CCSF (including SF PUC), perform a feasibility and bird safety study of a wind farm to provide electric power for the development

## Innovation **LEED-ND® Pilot Project**

**GOAL:** TICD shall become a member of USGBC, help to influence the development of a national rating system for neighborhood developments (LEED-ND®), and make application for the Treasure Island Development to become a LEED-ND Pilot Project. Pilot Project applications will be accepted in the first quarter of 2006, and a balloted rating system is projected for launch in 2007. This is an opportunity for TICD to obtain professional consulting expertise from leaders in the field, learn best practices from other pilot project developments and to help create the new national rating system. LEED Pilot Projects garner national and international attention as world leaders with innovative, cutting edge developments.

**OBJECTIVES:** The U.S. Green Building Council is developing a national standard for neighborhood design that integrates the principles of green building and smart growth. The goal of this partnership is to engage stakeholders across the country in establishing consensus-based standards for assessing the impacts of development projects using the rating framework of the LEED (Leadership in Energy and Environmental Design) Green Building Rating System™ that has already become the national standard for high performance buildings.

Whereas other LEED products focus primarily on green building practices, with only a few credits regarding site selection, LEED for Neighborhood Developments (LEED-ND) would emphasize smart growth aspects of development while still incorporating a selection of the most important green building practices. The scope of what would be considered smart growth design would be guided by the Smart Growth Network's ten principles of smart growth, and would include density, proximity to transit, mixed use, mixed housing type, and pedestrian- and bicycle- friendly design. LEED-ND would then provide an objective basis on which to certify developments as smart growth. In short, LEED-ND would create a label, as well as a set of guidelines for decision-making, which could serve as a concrete signal of, and incentive for, better location, design, and construction of neighborhoods and buildings. Equally important, it will be a product that can be readily folded into USGBC's existing and successful efforts to market LEED to developers, consumers, and policymakers.

The existing LEED Rating System for New Commercial Construction (LEED-NC) has a proven track record of encouraging builders to utilize green building practices such as increasing energy and water efficiency and improving indoor air quality in buildings. LEED-ND can have a similarly positive effect on development trends to revitalize existing urban

areas, decrease land consumption, decrease vehicle miles traveled, improve air quality, decrease polluted stormwater runoff, and build communities where people of a variety of income levels can coexist, and where jobs and services are accessible by foot or transit. The continued use of certain green building standards in LEED-ND will ensure that indoor air quality is healthier, that energy and water consumption decrease, and that the corresponding utility bills of tenants and residents decrease as well.

In addition to direct economic and quality-of-life benefits for consumers, the implementation of water and energy efficient technologies will ensure a more efficient use of infrastructure in urban areas, where water, sewer, and electric grid systems are likely to be overtaxed. For additional information on LEED-ND, contact the USGBC at [leedinfo@usgbc.org](mailto:leedinfo@usgbc.org)

## Costs and Benefits of Green Building and Sustainable Community Design

Some cost and benefit data is included in the above sections that refer to individual green building and sustainable community design strategies. However, true sustainable design is not so much a collection of technologies, as an integration of human development into natural ecosystems. This integration is most easily achieved through an integrated design process where all design professionals and project stakeholders set environmental goals and collaborate from the very beginning of the design. While there may indeed be some additional “soft costs” (upfront design costs) associated with this alternative to traditional design procedures, most truly integrated designs do not require additional capital costs to achieve high levels of environmental performance. These advanced designs result in large life-cycle savings in faster rent-up and sales, less turnover, happier and healthier tenants and more profitable owners with reduced operating costs and maintenance. The integrated design process allows for synergies and opportunities for cost savings among disciplines that cannot be achieved in a more linear process.

Please find the following reference for cost and benefit information included as an attachment to this document:

*Report to Board of Supervisors Budget Analyst—Environment Code—Chapter 7—Resource Efficiency Requirements and Green Building Standards*, February 26, 2004, SF Environment

### Additional Reference

*The Costs and Financial Benefits of Green Buildings: A Report to California's Sustainable Building Task Force*, "finds that an upfront investment of less than two percent of construction costs yields life cycle savings of over ten times the initial investment."

- [Final Report](#) (Adobe\* PDF, 3.1 MB)
- [Executive Summary](#) (Adobe PDF, 174 KB)

See Also:

- [Actual Costs—Is Building Green Too Expensive?](#)—*Building Green in a Black and White World*, Section 2, Chapter 3; Part 3.
- [Building Green on a Budget](#)—*Environmental Building News (EBN)* Volume 8, No. 5 -- May 1999
- [Buildings and Life-Cycle Costing](#)—*Canadian Building Digest*
- [Costing Green: A Comprehensive Cost Database and Budgeting Methodology](#)—(Adobe PDF, 268 KB) Lisa Fay Matthiessen and Peter Morris of Davis Langdon Adamson (DLA)
- [Economic Benefits of Green Building Design](#)—(Power Point presentation)
- [General Services Agency LEED Cost Study](#)—The report provides a review of both the hard cost and soft cost implications of achieving Certified, Silver, and Gold LEED ratings for two GSA building types, using GSA's established design standards as the point of comparison.
- [Green Building Saves Money](#)—*Wisconsin Green Building Alliance (WGBA)*
- [Managing the Cost of Green Buildings](#)—(Adobe PDF, 371 KB) [Abstract](#) (Adobe PDF, 215 KB)
- [Sustainable Practices, Public Buildings, and Jobs](#)—*Portland State University Publication*
- [What Every State Executive Should Know About Sustainable Buildings](#)—(Power Point presentation)







**AGENDA ITEM**  
**Treasure Island Development Authority**  
**City and County of San Francisco**

**Subject:** Fiscal Year 2005-06 Budget

**Agenda Item No. 10**  
**Meeting of April 13, 2005**

**Contact/Phone:** Tony Hall, Executive Director  
Frank Gallagher, Deputy Director  
John Farrell, Chief Financial Officer  
274-0660

**SUMMARY OF REQUESTED ACTION**

Approving the Budget of the Treasure Island Development Authority for Fiscal Year 2005-2006, and Authorizing the Executive Director to Submit the Proposed Budget to the Mayor of the City and County of San Francisco for Further Review and Inclusion in the City's FY2005-2006 Budget.

**DISCUSSION**

The Board of Supervisors of the City and County of San Francisco ("City") established the Treasure Island Development Authority ("TIDA") to manage the conversion of former Naval Station Treasure Island ("Base") from military use to civilian reuse. The specific mission of TIDA is to redevelop the former Base and manage its integration with the City in compliance with Federal, State and City guidelines including the California Tidelands Trust; create new housing and job opportunities for San Francisco residents, including assuring job opportunities for homeless and economically disadvantaged City residents; increase recreational and Bay access venues for San Francisco and Bay Area residents; and promote the welfare and well being of the citizens of San Francisco.

To achieve these goals, TIDA provides services that can be grouped into two broad categories: (i) Property Management and Municipal Services; and (ii) the Transfer of Federal Property to Local Jurisdiction and Planning of Redevelopment Activities.

***Property Management/Municipal Services.*** Under the provisions of a Cooperative Agreement between TIDA and the U.S. Navy, TIDA serves as the property manager for all property that was formerly Naval Station Treasure Island and TIDA is responsible for building maintenance, utility operations and maintenance, landscaping, road repair, management of personal property, etc. In addition, the Cooperative Agreement made TIDA and the City responsible for the provision of municipal services to the Island, including public safety services such as police and fire.

To offset the costs associated with property management and public service responsibilities, TIDA established two principal sources of revenue: (i) revenue generated from interim leasing of existing facilities; and (ii) revenue generated from special events on the Island. These two revenue sources will generate nearly \$11 million in FY2005-06, which includes \$1,800,000 from the Fire Department for training facilities on Treasure Island. These revenues are expected to remain constant over the next several years

*Transfer of Federal Property/Planning for Redevelopment Activities.* As the designated Local Reuse Authority ("LRA"), TIDA is negotiating with the U.S. Navy to acquire all real property at the Base that has not been transferred to other federal agencies. On Treasure Island proper approximately 365 acres and on Yerba Buena Island approximately 115 acres will be transferred to TIDA.

In an effort to bring closure to the transfer process, TIDA formally requested in December 2002 that the Navy commence negotiating an "Early Transfer" of the Base to TIDA pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). Under CERCLA, the Navy has an obligation to complete all environmental remediation activities at the Base before a change in ownership can occur. However, under the Defense Environmental Program, the Navy is authorized to enter into an agreement with local agencies, such as TIDA, to carry out aspects of the Navy's remedial obligations with funds provided by the Navy after an Early Transfer. The terms for transferring the Navy's remedial obligations to TIDA, including the amount of funds to be made available for investigation and remediation of contamination at the base, will be set forth in an Environmental Services Cooperative Agreement ("ESCA") to be negotiated between the Navy and TIDA. The Navy and TIDA are in negotiations for an Early Transfer with an ESCA.

At the same time TIDA is negotiating with the Navy on the ESCA, TIDA also will need to negotiate a Consent Agreement with the California Environmental Protection Agency's Department of Toxic Substances Control (DTSC, the lead regulatory agency) to assure that DTSC concurs with the investigation and remediation proposal that forms the basis of the ESCA. Additional negotiations with the Regional Water Quality Control Board – San Francisco Bay Region (RWQCB) and/or the United States Environmental Protection Agency (US EPA) likely will be required to assure their concurrence with certain aspects of the planned investigations and remediation proposals.

#### **PROPOSED FY2005-06 BUDGET**

In FY 2003-04 and 2004-05, TIDA made a substantial contribution to the City's budget deficit, agreeing to use its earned revenue surplus to fund increased General Fund costs such as the Fire Department (Keep in mind that more than half of the cost of these activities is a legal responsibility of the City's General Fund). TIDA has used monies from the surplus, which was \$4.76 million at the beginning of FY2003-04, to make this contribution. There is no more surplus. In FY2005-06 expenditures will not exceed revenues and reductions of approximately \$1.65 million have been made accordingly. TIDA is presenting a balanced budget.

## NOTABLE BUDGET CONSIDERATIONS:

- **REVENUES:** Revenues of \$9,108,000 are projected for FY2005-06, not including \$1,800,000 from the Fire Department for training facilities on Treasure Island. TIDA's main revenue source of approximately \$7.8 million is from the John Stewart & Company (JSC) for management of residential property rentals. This \$9,108,000 is \$230,000 less than the \$9,338,000 in revenues budgeted for FY2004-05. The major source of the shortfall is approximately \$130,000 from projected payments from JSC and \$147,000 projected from Cal Trans that didn't transpire.
- **EXPENSES:** The FY 2004-05 Budget provided for expenditures of \$10,260,661 which reflects \$12,060,661 in budgeted expenses less an interdepartmental recovery of \$1,800,000 from the Fire Department. Expenditures will be reduced by approximately \$1.15 million for FY2005-06 to balance with the projected revenue of \$9,108,000 (actual reduction was approximately \$1.65 million of which \$500,000 was added back for generators and for salary and fringe benefit increases). Notable reductions from amounts budgeted in FY2004-05 include a \$255,570 from Professional & Specialized Services, \$240,000 in Other Current Expenses and \$941,801 from the Fire Department.
- **CAPITAL EXPENDITURES:** The proposed FY 2005-06 budget does not include any funding for capital repairs or improvements. The Public Utilities Commission (PUC) previously noted the following:
  - The PUC and the public could be faced with significant health and safety risks due to insufficient firefighting capacity and general lack of reliability of the water supply system. For example, the 2-million gallon water reservoir on Yerba Buena Island recently developed a crack, which limits the reservoir to 60% capacity.
  - The electrical system is dated (circa 1948) and is in poor condition. The condition of the electrical equipment presents a major safety hazard to PUC staff and warrants replacement.
  - TI/YBI has no long-term back-up power supply. The existing back-up generators run on diesel fuel and as a result it would be extremely expensive to operate the generators during a prolonged service interruption (which occurred recently).
- **AFFORDABLE HOUSING:** TIDA provides housing units and facilities to non-profit organizations on a "rent-free" basis to assist economically disadvantaged and homeless San Franciscans. A conservative estimate of this General Fund subsidy from providing 196 housing units is approximately \$3.0 million for FY 2005-06.

- **OTHER CONSIDERATIONS:** The use of non-tax revenues to pay for City services is limited by two separate legal factors: (i) the Tidelands Trust and (ii) federal disposition rules governing “No-Cost” Economic Development Conveyances of base closure property. The following provides a brief discussion of each of these issues.

***Tidelands Trust.*** Treasure Island proper (the flat portion of the former naval station composed of Bay fill) and a small portion of Yerba Buena Island are subject to the Tidelands Trust. The Tidelands Trust requires that revenues generated from Trust lands be used for Trust purposes. As a result, revenues generated on Treasure Island (i) must be carefully tracked, (ii) should not be used to pay for City services provided to non-Trust properties such as Yerba Buena Island (including the Coast Guard), the Job Corps, and the Bay Bridge, and (iii) must be limited to reasonable costs that directly benefit the Trust. *In addition, according to the California Attorney General, there is some risk that the City could be compelled to disgorge sums paid by TIDA for basic services that the City routinely provides throughout San Francisco.* On the other hand, Treasure Island’s geographic remoteness and corresponding need for dedicated personnel may make such services sufficiently unique to justify using Trust revenues to pay for them.

***No-Cost EDC.*** Federal law requires that as a condition to property transfer at no cost from the Navy, for seven years, TIDA must reinvest 100% of the proceeds received by TIDA from the sale, lease or similar use of property on Treasure Island (excluding tax revenues) into activities related to the redevelopment of the base. Federal law identifies a number of “allowable” uses, which are generally capital related – however, the costs associated with the provision of basic municipal services are not considered allowable expenses. In the event TIDA fails to invest the proceeds from the project in a manner consistent with the applicable legal guidelines, the Navy may seek to recoup those proceeds, which would result in TIDA “double paying” for City services.

## **RECOMMENDATION:**

Staff recommends approval of the proposed FY2005-06 Budget.

**REVENUES:**

The following compares the FY2004/05 budget, projections for FY2004/05 and the proposed budget for FY2005-06:

	<b>FY2004/05 Budget</b>	<b>FY2004/05 Projections</b>	<b>FY2005/06 Proposed Budget</b>
<b>REVENUES:</b>			
TI Administration (210009)	\$1,000	\$170	\$1,000
TI Special Events Revenues (210016)	550,000	486,876	550,000
YBI Special Events Revenues (210017)	5,000	3,750	5,000
TI Commercial Revenues (210018)	600,000	484,519	475,000
TI Film Permit Revenues (210019)	25,000	12,360	25,000
YBI Film Permit/ Cellsite Revenues (210020)	15,000	18,223	15,000
Marina Revenues (210021)	262,000	323,033	262,000
TI Housing Revenues (210022)	7,105,000	6,791,129	6,850,000
YBI Housing Revenues (210023)	<u>775,000</u>	<u>889,883</u>	<u>925,000</u>
<b>TOTAL REVENUES FY2004-05</b>	<b>\$9,338,000</b>	<b>\$9,009,943</b>	<b>\$9,108,000</b>

**REVENUE DETAIL:**

	<b><u>FY2004-05 Budget</u></b>	<b><u>FY2005-6 Budget</u></b>	<b><u>Increase/ Decrease</u></b>
<b><u>TI Administration</u></b>	<b>\$1,000</b>	<b>\$1,000</b>	<b>No change</b>

This amount reflects miscellaneous collections including reimbursements from staff and public for photocopies, printed materials, postage, etc.

RECOMMENDATION: No Change

	<b><u>FY2004-05 Budget</u></b>	<b><u>FY2005-6 Budget</u></b>	<b><u>Increase/ Decrease</u></b>
<b><u>TI Special Events Revenues</u></b>	<b>\$550,000</b>	<b>\$550,000</b>	<b>No change</b>

This amount reflects revenues received from special events held on Treasure Island such as corporate events, wedding receptions, chapel use, etc... FY2003-04 actuals were \$475,451 and projections for FY2004-05 of approximately \$487,000. Based on the addition of requested marketing position for corporate events we will project \$550,000 for FY2005-06.

RECOMMENDATION: No change

	<u>FY2004-05 Budget</u>	<u>FY2005-6 Budget</u>	<u>Increase/ Decrease</u>
<u>YBI Special Events Revenues</u>	\$5,000	\$5,000	No change

This amount reflects revenues received on Yerba Buena Island from photo shoots.

RECOMMENDATION: No change

	<u>FY2004-05 Budget</u>	<u>FY2005-6 Budget</u>	<u>Increase/ Decrease</u>
<u>TI Commercial Revenues</u>	\$600,000	\$475,000	(\$125,000)

This amount reflects executed leases for space on Treasure Island. In FY 2004-05 \$600,000 was budgeted which included \$147,000 from CalTrans that didn't transpire. For FY2005-06 we recommend revenues of \$475,000 based on executed leases as follows:

<u>Tenant</u>	<u>Monthly Rent</u>	<u>Annualized</u>
Island Creative	\$18,540	\$222,480
Kidango	630	7,560
Rex Liu	500	6,000
Shipshape	144	1,728
TIHDI service	105	1,260
Voice of Pentecost	17,372	208,464
Wong	2,060	<u>24,720</u>
		\$472,212

RECOMMENDATION: Reduce by \$125,000

	<u>FY2004-05 Budget</u>	<u>FY2005-6 Budget</u>	<u>Increase/ Decrease</u>
<u>TI Film Permits</u>	\$25,000	\$25,000	No change

This amount reflects revenues received from film permits issued on Treasure Island.

RECOMMENDATION: No change

	<u>FY2004-05 Budget</u>	<u>FY2005-6 Budget</u>	<u>Increase/ Decrease</u>
<u>YBI Film Permits</u>	\$15,000	\$15,000	No change

This amount reflects revenues received from film permits issued on Yerba Buena Island.

RECOMMENDATION: No change

	<u>FY2004-05 Budget</u>	<u>FY2005-6 Budget</u>	<u>Increase/ Decrease</u>
<u>TI Marina</u>	\$262,000	\$262,000	No change

This amount reflects executed agreements for use at Treasure Island Marina. For FY2005-06 we recommend the same level of revenues as in FY2004-05 based on the following agreements:

<u>Tenant</u>	<u>Monthly Rent</u>	<u>Annualized</u>
Treasure Island Enterprises	\$7,775	\$93,300
Westar	8,500	102,000
TI Yacht Club	684	8,208
Bertone	1,030	12,360
SF Classic Cup	3,914	46,968
		\$262,836

RECOMMENDATION: No change

	<u>FY2004-05 Budget</u>	<u>FY2005-6 Budget</u>	<u>Increase/ Decrease</u>
<u>TI Housing Revenues</u>	\$7,105,000	\$6,850,000	(\$255,000)

Based on current projections for FY2004-05 of nearly \$6.8 million and payment projections to TIDA provided by John Stewart Company for the coming fiscal year of approximately \$6.75 million, we recommend revenues for FY2005-06 of \$6.85 million.

RECOMMENDATION: Reduce by \$255,000

	<u>FY2004-05 Budget</u>	<u>FY2005-6 Budget</u>	<u>Increase/ Decrease</u>
<u>YBI Housing Revenues</u>	\$775,000	\$925,000	\$150,000

Based on current projections for FY2004-05 of \$890,000 and payment projections to TIDA provided by John Stewart Company for the coming fiscal year of approximately \$920,000, we recommend revenues for FY2005-06 of \$925,000.

RECOMMENDATION: Increase by \$150,000

## EXPENSES:

### SALARIES & FRINGES

The FY2005-06 budget detail reflects City and County of San Francisco classifications for twelve (12) TIDA positions as follows:

<u>Class</u>	<u>CCSF Position</u>	<u>TIDA Job Title</u>	<u>Proposed Annual Salary</u>
0943	Manager VIII	Executive Director	\$162,508
0933	Manager V	Deputy Director	124,572
0931	Manager III	Chief Financial Officer	107,591
0922	Manager I	Director of Development	92,935
0922	Manager I	Facilities Manager	92,935
0922	Manager I	Project Administrator/Office Manager	92,935
1369	Special Assistant X	Special Events Coordinator	74,249
1368	Special Assistant IX	Marketing Corporate Events	68,931
1367	Special Assistant VIII	Project Manager	63,828
1366	Special Assistant VII	Project Coordinator/Community Relations	59,294
1363	Special Assistant IV	Exe. Asst./Com. Sec.	47,865
1363	Special Assistant IV	Administrative Assistant	<u>47,865</u>
Total Proposed Permanent Salaries			<b>\$1,034,968</b>

This \$1,034,968, not including fringe benefits, will be reduced by \$51,748 to \$983,219 to reflect 5% for attrition savings. The 1368 Special Assistant IX position was deleted from the FY2004-05 budget but the funding was made available. This position will market for corporate events and act as a liaison with the Film Commission. Special events revenues have been increased to pay for the position.



The actual funding of TIDA positions is as follows and reflects the transfer of positions in FY2004-05 from the City and County of San Francisco classifications to Redevelopment Agency classifications (excluding the Executive Director position);

			<b>Proposed Annual Salary</b>
<b>Class</b>	<b><u>SFRA Position (except Executive Director position)</u></b>	<b><u>TIDA Job Title</u></b>	
	Executive Director	Executive Director	\$162,508
48.7	Staff Associate VI (step 5)	Deputy Director	114,452
46.7	Staff Associate V (step 5)	Chief Financial Officer	103,688
46.7	Staff Associate V (step 5)	Director of Development	103,688
44.7	Staff Associate IV (step 5)	Facilities Manager	93,932
40.7	Staff Associate III (step 5)	Project Administrator/Office Manager	77,090
40.7	Staff Associate III (step 5)	Special Events Coordinator	77,090
40.7	Staff Associate III (step 1)	Marketing – Corporate Events	63,440
40.7	Staff Associate III (step 5)	Project Manager	77,090
30.5	Staff Associate II (step 5)	Project Coordinator/Community Relations	47,060
30.5	Staff Associate III (step 1)	Exe. Asst./Com. Sec.	63,440
29.5	Staff Associate I (step 5)	Administrative Assistant	<u>43,908</u>
<b>Total Proposed TIDA Personnel Salaries</b>			<b>\$1,027,386</b>

RECOMMENDATION: Approve \$983,219 for salaries and \$252,687 for related fringe benefits which will provide sufficient funding for FY2005-06.

#### **EXPENSES – OTHER NON PERSONEL**

	<b><u>FY2004-05 Budget</u></b>	<b><u>FY2005-6 Budget</u></b>	<b><u>Increase/ Decrease</u></b>
<b><u>Travel Costs Paid to Employees</u></b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>No change</b>

RECOMMENDATION: Provides same level of funding for FY2005-06

	<b><u>FY2004-05 Budget</u></b>	<b><u>FY2005-6 Budget</u></b>	<b><u>Increase/ Decrease</u></b>
<b><u>Training Costs Paid to Employees</u></b>	<b>\$8,000</b>	<b>\$8,000</b>	<b>No change</b>

RECOMMENDATION: Provides same level of funding for FY2005-06 for training such as conferences and seminars.

	<u>FY2004-05 Budget</u>	<u>FY2005-6 Budget</u>	<u>Increase/ Decrease</u>
<u>Local Field Expenses</u>	\$500	\$500	No change

RECOMMENDATION: Provides same level of funding for FY2005-06 such as parking reimbursement.

	<u>FY2004-05 Budget</u>	<u>FY2005-6 Budget</u>	<u>Increase/ Decrease</u>
<u>Membership Fees</u>	\$1,200	\$1,200	No change

RECOMMENDATION: Provides same level of funding for FY2005-06

	<u>FY2004-05 Budget</u>	<u>FY2005-6 Budget</u>	<u>Increase/ Decrease</u>
<u>Promotional &amp; Entertainment Ex</u>	\$18,153	\$18,153	No change

RECOMMENDATION: Provides same level of funding for FY2005-06 which includes funding for open house.

	<u>FY2004-05 Budget</u>	<u>FY2005-6 Budget</u>	<u>Increase/ Decrease</u>
<u>Professional &amp; Specialized Servs.</u>	\$1,120,570	\$865,000	(\$255,570)

The amount of \$1,120,570 budgeted in FY2004-05 provided funding for the following:

<u>Name</u>	<u>Service</u>	<u>Amount</u>
TIHDI	Community based homeless service organization	\$365,000
CH2M Hill	Environmental Engineering Services	200,000
Geomatrix	Environmental Engineering Services	200,000
URS	Preparation of EIR	60,000
Seifel Consulting	Redevelopment Planning Consulting Services	30,000
EPS	Pro forma analysis and negotiations	150,000
Roma Design	Urban design and planning consulting services	50,000
Other	Other contracts (bond counsel/environmental services)	65,570
	Total	\$1,120,570

We have budgeted \$865,000 for FY2005-06 which is \$255,570 less than the \$1,120,570 budgeted in FY2004-05 and will provide funding for the following:

<u>Name</u>	<u>Service</u>	<u>Amount</u>
TIHDI	Community based homeless service organization	\$390,000
CH2M Hill	Environmental Engineering Services	200,000
Geomatrix	Environmental Engineering Services	135,000
Misc	Other contracts (financial/environmental services)	140,000
	Total	\$865,000

### **Treasure Island Homeless Development Initiative (TIHDI) - \$390,000**

Under this contract TIDHI provides several services including: coordinate and facilitate participation of community-based homeless service organizations, provide input in community serving and development components, and coordinate recreational services on Treasure Island through various programs. The proposed budget for FY2005-06 is \$390,000 which reflects an increase of \$25,000 from FY2004-05. This amount provides funding for operation of the gym.

The following is an estimate of the environmental engineering consulting services that is projected for FY 2005-06. These amounts are what we project to be necessary in excess of what has been encumbered for these consultants for FY 2004-05.

### **CH2M Hill - \$200,000**

As outlined in the 2nd Amendment to the CH2M contract, the current FY04-05 budget provides funds for CH2M to assist TIDA in negotiating through a term sheet agreement with the Navy on an Early Transfer (defined as Phases 1a and 1b). The contract anticipates that, upon reaching a term sheet agreement with the Navy, with authorization by the TIDA Board, TIDA and CH2M would enter into Phase 2 of the contract, which would provide funds estimated at \$460,000 to finalize ESCA negotiations with the Navy, negotiations with environmental regulatory agencies and negotiations with an environmental insurance provider. It is estimated that these agreements with the Navy would be finalized approximately March 2006. We have budgeted \$200,000 of the \$460,000 for FY2005-06 with the remaining amount to be budgeted in FY2006-07.

### **Geomatrix - \$135,000**

Geomatrix will continue to assist TIDA with oversight of the Navy's on-going clean-up program. If and when TIDA is successful in negotiating a transfer of environmental responsibilities from the Navy, Geomatrix's role would be significantly eliminated, if not reduced entirely. The \$135,000 projection assumes that an Early Transfer deal is consummated with the Navy in March 2006. Therefore, TIDA would require Geomatrix's oversight services, at approximately \$15,000 per month for nine (9) months for a total FY2005-06 budget of \$135,000.

RECOMMENDATION: Reduce Professional & Specialized Services by \$255,570

	<b><u>FY2004-05</u></b> <b><u>Budget</u></b>	<b><u>FY2005-6</u></b> <b><u>Budget</u></b>	<b><u>Increase/</u></b> <b><u>Decrease</u></b>
<b><u>Scavenger Services</u></b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>No change</b>

Norcal provides janitorial services to Treasure and Yebra Buena Islands.

RECOMMENDATION: Provides same level of funding for FY2005-06

	<b><u>FY2004-05</u></b> <b><u>Budget</u></b>	<b><u>FY2005-6</u></b> <b><u>Budget</u></b>	<b><u>Increase/</u></b> <b><u>Decrease</u></b>
<b><u>Janitorial Services</u></b>	\$110,000	\$130,000	\$20,000

Toolworks provides janitorial maintenance services for various buildings on Treasure Island. Toolworks is a partner organization of TIDHI and employs former homeless individuals and families. The \$110,000 provided funding in FY2004-05 for a 9 month period from September 1, 2004 through June 30, 2005. This \$130,000 will provide sufficient funding for janitorial services for FY2005-06.

RECOMMENDATION: Increase by \$20,000

	<b><u>FY2004-05</u></b> <b><u>Budget</u></b>	<b><u>FY2005-6</u></b> <b><u>Budget</u></b>	<b><u>Increase/</u></b> <b><u>Decrease</u></b>
<b><u>Grounds Maintenance</u></b>	\$800,000	\$725,000	(\$75,000)

Rubicon Enterprises provides all landscaping maintenance services on Treasure and Yerba Buena Islands. Rubicon is a partner organization of TIDHI and employs former homeless individuals and families. In FY2005-06 we recommend a reduction of \$75,000 based on actual billings.

RECOMMENDATION: Reduce by \$75,000

	<b><u>FY2004-05</u></b> <b><u>Budget</u></b>	<b><u>FY2005-6</u></b> <b><u>Budget</u></b>	<b><u>Increase/</u></b> <b><u>Decrease</u></b>
<b><u>Other Building Maintenance Sers</u></b>	\$1,000	\$1,000	No change

This \$1,000 provides the same level of funding for FY2005-06

RECOMMENDATION: No change

	<b><u>FY2004-05</u></b> <b><u>Budget</u></b>	<b><u>FY2005-6</u></b> <b><u>Budget</u></b>	<b><u>Increase/</u></b> <b><u>Decrease</u></b>
<b><u>DP/WP Equipment</u></b>	\$1,000	\$1,000	No change

This \$1,000 provides the same level of funding for FY2005-06

RECOMMENDATION: No change

	<u>FY2004-05 Budget</u>	<u>FY2005-6 Budget</u>	<u>Increase/ Decrease</u>
<b><u>Rents and Lease - Equipment</u></b>	<b>\$15,000</b>	<b>\$27,000</b>	<b>\$12,000</b>

This \$27,000 provides sufficient funding for office machine rental including copier, postage machine and agency vehicle for FY2005-06

RECOMMENDATION: Increase by \$12,000

	<u>FY2004-05 Budget</u>	<u>FY2005-6 Budget</u>	<u>Increase/ Decrease</u>
<b><u>Other Current Expenses - Budget</u></b>	<b>\$7,500</b>	<b>\$7,500</b>	<b>No change</b>

This \$7,500 provides the same level of funding for FY2005-06 for postage and delivery costs, printing, etc.

RECOMMENDATION: No change

	<u>FY2004-05 Budget</u>	<u>FY2005-6 Budget</u>	<u>Increase/ Decrease</u>
<b><u>Other Current Expenses</u></b>	<b>\$1,040,000</b>	<b>\$800,000</b>	<b>(\$240,000)</b>

In 1999, TIDA entered into "The Sharing Agreement" with Treasure Island Homeless Development Initiative (TIHDI). This Sharing Agreement provides a revenue share to TIHDI of the income received by 112 shared units on Treasure Island and after 5 years, provides a revenue share of 41 YBI units. In addition, after the market rate lease with TIDA is over (7 or 8 years) the 112 units are to be "turned over" to TIHDI in habitable/move in condition. Based on the sharing agreement approximately \$800,000 in payments will be made in FY2005-06. TIDHI payments were previously netted out from residential revenues and never properly reflected as an expense item until FY2004-05.

RECOMMENDATION: Reduce by \$240,000

	<u>FY2004-05 Budget</u>	<u>FY2005-6 Budget</u>	<u>Increase/ Decrease</u>
<b><u>Insurance Budget</u></b>	<b>\$65,000</b>	<b>\$50,000</b>	<b>(\$15,000)</b>

This \$50,000 is sufficient funding for insurance, such as Director's Liability, for FY2005-06.

RECOMMENDATION: Reduce by \$15,000

	<u>FY2004-05 Budget</u>	<u>FY2005-6 Budget</u>	<u>Increase/ Decrease</u>
<u>Payments to Other Govt. Agencies</u>	\$225,000	\$225,000	No change

TIDA estimates it will owe the U.S. Navy approximately \$1 million associated with unpaid common area maintenance (CAM) charges pursuant to the Cooperative Agreement. The Navy has informally agreed to allow TIDA to repay these charges over time. In FY2003-04 and FY2004-05, \$350,000 and \$225,000 was set aside, respectively, for this purpose for a total of \$575,000.

RECOMMENDATION: No change

	<u>FY2004-05 Budget</u>	<u>FY2005-6 Budget</u>	<u>Increase/ Decrease</u>
<u>Materials &amp; Supplies - Budget</u>	\$10,000	\$10,000	No change

RECOMMENDATION: Provides same level of funding for FY2005-06 for office supplies.

#### EXPENSES – SERVICES OF OTHER DEPARTMENTS:

	<u>FY2004-05 Budget</u>	<u>FY2005-6 Budget</u>	<u>Increase/ Decrease</u>
<u>DTIS - ISD Services</u>	\$7,372	\$11,900	\$4,528

This \$11,900 provides sufficient funds for computer related services as requested by the Department of Telecommunications and Information Systems for FY2005-06.

RECOMMENDATION: Increase by \$4,528

	<u>FY2004-05 Budget</u>	<u>FY2005-6 Budget</u>	<u>Increase/ Decrease</u>
<u>Insurance &amp; Risk Reduction</u>	\$5,000	\$5,000	No change

This \$5,000 provides sufficient funds as requested by the City Mayor's Office of Insurance and Risk Reduction for FY2005-06.

RECOMMENDATION: No change

	<u>FY2004-05 Budget</u>	<u>FY2005-6 Budget</u>	<u>Increase/ Decrease</u>
<u>City Attorney</u>	\$450,000	\$400,000	(\$50,000)

This \$400,000 provides sufficient funds for the City Attorney's Office for legal services for FY2005-06.

RECOMMENDATION: Reduce by \$50,000

	<u>FY2004-05 Budget</u>	<u>FY2005-6 Budget</u>	<u>Increase/ Decrease</u>
<u>Bus &amp; Economic Development</u>	\$150,000	\$150,000	No change

The \$150,000 covers work the Mayor's Office of Base Reuse and Special Projects provides on the Treasure Island redevelopment planning project. This primarily provides funding for Michael Cohen and Kyri McClellan for support of the redevelopment project.

RECOMMENDATION: No change

	<u>FY2004-05 Budget</u>	<u>FY2005-6 Budget</u>	<u>Increase/ Decrease</u>
<u>DTIS – Telephone</u>	\$33,981	\$23,300	(10,681)

This \$23,300 provides sufficient funds for telephone services as requested by the Department of Telecommunications and Information Systems for FY2005-06.

RECOMMENDATION: Decrease by \$10,681

	<u>FY2004-05 Budget</u>	<u>FY2005-6 Budget</u>	<u>Increase/ Decrease</u>
<u>Fire Department</u>	\$5,054,001	\$4,100,000	(941,801)

The Fire Department requested over \$5.2 million for full funding for FY 2005-06. Due to expenditures not exceeding revenues in FY2005-06 we reduced the Fire Department by \$941,801 to \$4.1 million, which reflects the same level of funding for FY2004-05.

RECOMMENDATION: Decrease by \$941,801

	<u>FY2004-05 Budget</u>	<u>FY2005-6 Budget</u>	<u>Increase/ Decrease</u>
<u>Human Res – Mangmnt Training</u>	\$1,500	\$1,500	No change

Provides same level of funding for FY2005-06

RECOMMENDATION: No change

	<u>FY2004-05 Budget</u>	<u>FY2005-6 Budget</u>	<u>Increase/ Decrease</u>
<u>Purch -Central Shops-Auto Maint</u>	\$3,000	\$3,000	No change
<u>Purch -Central Shops-Fuel</u>	\$2,000	\$2,000	No change
<u>Purch -Reproduction</u>	\$5,224	\$5,224	No change

Provide same level of funding for FY2005-06.

RECOMMENDATION: No change

	<u>FY2004-05 Budget</u>	<u>FY2005-6 Budget</u>	<u>Increase/ Decrease</u>
<u>Police Department</u>	\$765,000	\$765,000	No change

The Police Department's FY2004-05 full funded budget was approximately \$2.1 million of which \$765,000 was funded by TIDA. The recommended amount of \$765,000 provides the same level of funding for FY2005-06.

RECOMMENDATION: No change

	<u>FY2004-05 Budget</u>	<u>FY2005-6 Budget</u>	<u>Increase/ Decrease</u>
<u>Public Utilities Commission (PUC)</u>	\$0	\$300,000	\$300,000

In FY2004-05 TIDA had budgeted an amount of \$1.06 million for the PUC. The PUC, however, at the direction of the Mayor's Office, agreed to provide services to Treasure Island in a manner consistent with the rest of the City and, thus, without a direct reimbursement from the TIDA Budget.

Just like most decommissioned military facilities, Treasure Island's infrastructure does not begin to meet civilian standards. Electricity has been provided to the Base from the East Bay's electrical distribution system, with back-up provided by San Francisco's electrical distribution system. However, Bay Bridge retrofit activities caused the loss of the San Francisco back-up electric cable in FY2003. Therefore, with the assistance of the PUC, TIDA rented and set-up two generators to provide electricity in the event the East Bay service is lost. The annual cost of renting these generators is approximately \$300,000 and has been included in the FY2005-06 budget. This amount was not included in the FY2004-05 budget.

RECOMMENDATION: Increase by \$300,000



	<u>FY2004-05 Budget</u>	<u>FY2005-6 Budget</u>	<u>Increase/ Decrease</u>
<u>DPW - Building Repair</u>	\$948,350	\$900,000	(\$48,350)
<u>DPW - Engineering</u>	\$ 75,000	\$65,000	(\$10,000)
<u>DPW - Construction Mgmt</u>	\$ 45,000	\$35,000	( \$5,000)

In concurrence with DPW staff, we recommend the abovementioned reductions for FY2005-06.

RECOMMENDATION: Decrease Building Repair by \$48,350, Engineering by \$10,000 and Construction Management by \$5,000

### MEETING CALIFORNIA COMMUNITY REDEVELOPMENT LAW REQUIREMENTS:

Pursuant to Section 33606 of the California Community Redevelopment Law (CRL) an agency shall adopt an annual budget containing all of the following specific information, including all activities to be financed by the Low and Moderate Income Housing Fund established pursuant to Section 33334.3:

- (a) The proposed expenditures of the agency (See Attachment B).
- (b) The proposed indebtedness to be incurred by the agency. There is no indebtedness.
- (c) The anticipated revenues of the agency (See Attachment A).
- (d) The work program for the coming year, including goals (See Attachment D for Performance Measures).
- (e) An examination of the previous year's achievements and a comparison of the achievements with goals of the previous year's work program (See Attachment D for Performance Measures).

Since TIDA is a redevelopment agency under the CRL, it needs to comply with the requirements of the CRL. TIDA has not yet adopted a redevelopment plan and is not receiving any tax increments, so we have nothing to report regarding activities financed by the Low and Moderate Income Housing Fund.

1  
1  
11  
15  
20  
21  
22  
23  
24  
25

1 [Approving the TIDA Annual Budget for FY 2005-2006.]

2  
3 **Resolution approving the budget of the Treasure Island Development Authority for**  
4 **fiscal year 2005-2006, and authorizing the Executive Director to submit the proposed**  
5 **budget to the Mayor of the City and County of San Francisco for Further Review and**  
6 **Inclusion in the City's 2005-2006 Budget**

7 WHEREAS, Naval Station Treasure Island is a military base located on Treasure Island  
8 and Yerba Buena Island (together, the "Base"), which is currently owned by the United States  
9 of America ("the Federal Government"); and,

10 WHEREAS, Treasure Island was selected for closure and disposition by the Base  
11 Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its  
12 subsequent amendments; and,

13 WHEREAS, In 1995, the General Services Administration and the Bureau of Land  
14 Management determined that Yerba Buena Island was surplus to the Federal Government's  
15 needs and could be transferred to the administrative jurisdiction of the Department of Defense  
16 under the Base Closure and Realignment Act of 1990 and disposed of together with Treasure  
17 Island; and,

18 WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97,  
19 authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit  
20 corporation known as the Treasure Island Development Authority (the "Authority") to act as a  
21 single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and  
22 conversion of the Base for the public interest, convenience, welfare and common benefit of  
23 the inhabitants of the City and County of San Francisco; and,

24 WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended  
25 Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter

1 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) designated the Authority  
2 as a redevelopment agency under California redevelopment law with authority over the Base  
3 upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the  
4 Base which are subject to Tidelands Trust, vested in the Authority the authority to administer  
5 the public trust for commerce, navigation and fisheries as to such property; and,

6 WHEREAS, As a Redevelopment Agency the Authority has no indebtedness and  
7 conforms to California Community Redevelopment Law regarding the adoption of budgets  
8 pursuant to Section 33606; and,

9 WHEREAS, As provided under the Authority's Bylaws, the Executive Director and  
10 Finance Director have prepared a budget for the Authority for Fiscal Year 2005-2006, a copy  
11 of which is attached to this resolution as Exhibit A (the "FY 2005-2006 Budget Submittal");  
12 Now therefore be it

13 RESOLVED, that the Board of Directors of the Treasure Island Development Authority  
14 hereby adopts and approves the budget of the Treasure Island Development Authority for  
15 fiscal year 2005-2006, and hereby authorizes the Executive Director to submit the proposed  
16 budget to the Mayor of the City and County of San Francisco for further review and inclusion  
17 in the City's 2005-2006 Budget.

**CERTIFICATE OF SECRETARY**

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on April 13, 2005.

---

**Susan Po-Rufino, Secretary**









## Attachment A

# **TREASURE ISLAND DEVELOPMENT AUTHORITY FY 2005-06 BUDGET PROJECTIONS**

**REVENUES**

	Monthly	Annual	Projection	Notes
210009 TI Administration			1,000	No change
210016 TI Special Events			550,000	No change
210017 YBI Special Events			5,000	No change
210018 TI Commercial				
Island Creative	18,540	222,480		
Kidango	630	7,560		
Rex Liu	500	6,000		
Shipshape	144	1,728		
TIHDI service	105	1,260		
Voice of Pentecost	17,372	208,464		
Wong	<u>2,060</u>	<u>24,720</u>		
Subtotal		472,212	475,000	Based on actual leases
210019 TI Film Permit			25,000	No change
210020 YBI Film/Cellsite			15,000	No change
210021 Marina				
TIE	7,775	93,300		
Westar	8,500	102,000		
TI Yacht Club	684	8,208		
Bertone	1,030	12,360		
SFCC	<u>3,914</u>	<u>46,968</u>		
Subtotal		262,836	262,000	No change
210022 TI Housing (before TIHDI payments)				
Base Rent	36,743	440,916		
Percentage Rent	507,000	6,084,000		
CAM	<u>26,580</u>	<u>318,960</u>		
Subtotal		6,843,876	6,850,000	In line with John Stewart Projections for FY2005-06
210023 YBI Housing (before TIHDI payments)				
Base Rent	5,010	60,120		
Percentage Rent	68,685	824,220		
CAM	<u>3,625</u>	<u>43,500</u>		
Subtotal		927,840	<u>925,000</u>	In line with John Stewart Projections for FY2005-06
<b>REVENUE SUBTOTAL</b>			9,108,000	
Interdepartmental Recovery (Fire Trng Lse)		1,800,000	<u>1,800,000</u>	
<b>TOTAL PROJECTED REVENUES</b>			<b><u>10,908,000</u></b>	







## Attachment B (Part 1)

Char	Obj	Subobject	Subobject Title	FY04-05 Orig	FY05-06 (w/cola)	Change
001	001	00101	MISC-REGULAR	850,642	983,219	132,577
013	013	01301	RETIRE CITY MISC	188,868	252,687	63,819
021	021	02101	TRAVEL COSTS PAID TO EMPLOYEES	10,000	10,000	-
021	022	02201	TRAINING COSTS PAID TO EMPLOYEES	8,000	8,000	-
021	023	02302	LOCAL FIELD EXP	500	500	-
021	024	02401	MEMBERSHIP FEES	1,200	1,200	-
021	025	02501	PROMOTIONAL & ENTERTAINMENT EXPENSE	18,153	18,153	-
021	027	02700	PROFESSIONAL & SPECIALIZED SVCS-BUDGET	1,120,570	865,000	(255,570)
021	028	02801	SCAVENGER SERVICES	25,000	25,000	-
021	028	02802	JANITORIAL SERVICES	110,000	130,000	20,000
021	028	02805	GROUNDNS MAINTENANCE	800,000	725,000	(75,000)
021	028	02899	OTHER BLDG MAINT SVCS	1,000	1,000	-
021	029	02911	DP/WP EQUIPMENT MAINT	1,000	1,000	-
021	031	03100	RENTS & LEASES-EQUIPMENT-BUDGET	15,000	27,000	12,000
021	035	03500	OTHER CURRENT EXPENSES - BUDGET	7,500	7,500	-
021	035	03599	OTHER CURRENT EXPENSES	1,040,000	800,000	(240,000)
021	051	05100	INSURANCE - BUDGET	65,000	50,000	(15,000)
021	052	05241	PAYMENTS TO OTHER GOVT	225,000	225,000	-
040	040	04000	MATERIALS & SUPPLIES-BUDGET	10,000	10,000	-
081	081	081C5	IS-TIS-ISD SERVICES (AAO)	7,372	11,900	4,528
081	081	081CB	GF-MYR-INS & RISK REDUCTION (AAO)	5,000	5,000	-
081	081	081CT	GF-CITY ATTORNEY-LEGAL SERVICES (AAO)	450,000	400,000	(50,000)
081	081	081ED	GF-BUS & ECN DEV	150,000	150,000	-
081	081	081ET	GF-TIS-TELEPHONE (AAO)	33,981	23,300	(10,681)
081	081	081FD	GF-FIRE (AAO)	5,041,801	4,100,000	(941,801)
081	081	081H2	GF-HR-MGMT TRAINING (AAO)	1,500	1,500	-
081	081	081PA	IS-PURCH-CENTRAL SHOPS-AUTO MAINT (AAO)	3,000	3,000	-
081	081	081PF	IS-PURCH-CENTRAL SHOPS-FUEL STOCK (AAO)	2,000	2,000	-
081	081	081PR	IS-PURCH-REPRODUCTION (AAO)	5,224	5,224	-
081	081	081PS	GF-POLICE SECURITY (AAO)	765,000	765,000	-
081	081	081RE	GF-REAL ESTATE SERVICE (AAO)	35,000	-	(35,000)
081	081	081UH	PUC	-	300,000	300,000
081	081	081WB	SR-DPW-BUILDING REPAIR (AAO)	948,350	900,000	(48,350)
081	081	081WE	SR-DPW-ENGINEERING (AAO)	75,000	65,000	(10,000)
081	081	081WM	SR-DPW-CONSTRUCTION MGMT (AAO)	40,000	35,000	(5,000)
086	086	08699	INTERDEPARTMENTAL RECOVERY (Fire Dept)	(1,800,000)	(1,800,000)	-
				10,260,661	9,107,183	(1,153,478)
350	398	39899	TI ADMINISTRATION REVENUES	1,000	1,000	-
350	398	39899	TI SPECIAL EVENTS REVENUES	550,000	550,000	-
350	398	39899	YBI SPECIAL EVENTS REVENUES	5,000	5,000	-
350	398	39899	TI COMMERCIAL REVENUES	600,000	475,000	(125,000)
350	398	39899	TI FILM REVENUES	25,000	25,000	-
350	398	39899	YBI FILM/CELLSITE REVENUES	15,000	15,000	-
350	398	39899	MARINA REVENUES	262,000	262,000	-
350	398	39899	TI HOUSING REVENUES	7,105,000	6,850,000	(255,000)
350	398	39899	YBI HOUSING REVENUES	775,000	925,000	150,000
				9,338,000	9,108,000	

## Attachment B (Part 2)

Object	Class	Eq	Job Class Title	PosInd	RetInd	FY04-05 OrigCt	FY04-05 OrigAmt	FY05-06 Total BaseCT	FY05-06 Amt (w/cola)
001	0922		MANAGER I	A	C	3.00	274,499	3.00	278,805
001	0931		MANAGER III	A	C	1.00	105,929	1.00	107,591
001	0933		MANAGER V	A	C	1.00	122,648	1.00	124,572
001	0943		MANAGER VIII	A	C	1.00	159,998	1.00	162,508
001	1363		SPECIAL ASSISTANT IV.....	A	C	2.00	94,221	2.00	95,729
001	1366		SPECIAL ASSISTANT VII.....	A	C	1.00	58,360	1.00	59,294
001	1367		SPECIAL ASSISTANT VIII.....	A	C	1.00	62,823	1.00	63,828
1	1368		SPECIAL ASSISTANT IX			-	-	1.00	68,391
001	1369		SPECIAL ASSISTANT X.....	A	C	1.00	73,080	1.00	74,249
001	9993M		ATTRITION SAVINGS - MISCELLANEOUS.....	A	Z	(0.97)	(81,680)	(0.96)	(51,748)
001	STEPM		STEP ADJUSTMENTS, MISCELLANEOUS.....	A	Z	-	(19,236)	-	-
							850,642		983,219







## **"The Sharing Agreement"**

### **Background**

In 1999, TIHDI was approached by the Treasure Island Development Authority (TIDA) to ask if they could "borrow" some of the units allocated to TIHDI under the federally-mandated Legally Binding Agreement (LBA). Under the LBA, TIHDI was potentially to get 375 units out of a total 1,000. Of the 375, the City had the ability to exercise first use of 41 YBI units for five years.

Due to base redevelopment and Tidelands Trust issues, TIHDI could only get a maximum of a 15 year sublease with the City for housing. This lease term dramatically reduced the options for capital financing of the TIHDI units.

Meanwhile, due to environmental issues, TIDA was unable to access about 150 of the units designated for market rate housing. Within the context of developing a diverse socio economically integrated neighborhood, limited capital financing and the LBA provisions, TIHDI developed a "Sharing Agreement" with TIDA, allowing them to "borrow" units for the market rate housing.

The Sharing Agreement provides a revenue share to TIHDI of the income received by the 112 shared units and after 5 years, provides a revenue share of 41 YBI units. In addition, after the market rate lease with TIDA is over (7 or 8 years) the 112 units are to be "turned over" to TIHDI in habitable/move in condition.

### **Revenue Sharing**

TIHDI receives a proportionate share of revenue received by TIDA for the rent of the borrowed units. There are three streams of revenue to be received:

- 1) Deferred Share: Revenue received by TIDA in first 3 years.
- 2) Current Share: Revenue received in current year up to 7 or 8 years of lease with market rate property management firm
- 3) 41 YBI: Revenue received by City in years 6 and after, up to 7 or 8 lease year.

Payments to TIHDI were to begin in the beginning of lease year 4.







Attachment D

City and County of San Francisco  
Budget Year 2005-2006  
Detail of Proposed Performance Measures

Dept: Treasure Island Development Authority  
Program: Index Code 210016 Treasure Island Special Events & 210017 Yerba Buena Special Events  
Goal: Earn \$510,000 (net) from short term facility rentals on Treasure Island and \$5,000 (net) Yerba Buena Island  
Measure: Outcome – Earn \$515,000 from short-term facility rentals by June 2006

Definition of Measure: Earn \$510,000 (net) from short term facility rentals on Treasure Island and \$5,000 (net) Yerba Buena Island

Data Collection Method and Location of Documentation: Revenues recorded in FAMIS

Explanation of FY 2004-05 Projection: \$555,000 (net) was budgeted in FY2004-05 from short term facility rentals on Treasure Island and Yerba Buena Island. It is projected that approximately \$490,000 will be collected in FY2004-05 reflecting \$65,000 less than budgeted. Approximately \$482,000 was collected in FY2003-04.

Explanation of FY 2005-06 Target: Treasure Island is required to be self-supporting and make Treasure Island available to public. We project short-term rental of various facilities of \$515,000 to provide to fund TIDA's activities.

Controller's Comments:

Department's Comments:

City and County of San Francisco  
Budget Year 2005-2006  
Detail of Proposed Performance Measures

Dept: Treasure Island Development Authority  
Program: Index Code 210018 Treasure Island Commercial Rentals  
Goal: Earn \$475,000 (net) from long term facility rentals on Treasure Island and Yerba Buena Islands  
Measure: Outcome – Earn \$475,000 from long term facility rentals by June 2006

Definition of Measure: Earn \$475,000 (net) from facility rentals on Treasure Island and Yerba Buena Islands

Data Collection Method and Location of Documentation: Based on actual leases

Explanation of FY 2004-05 Projection: \$600,000 was budgeted in FY2004-05 from facility rentals, which included \$180,000 projected from CalTrans that didn't transpire. It is projected that approximately \$536,000 will be collected in FY2004-05.

Explanation of FY 2005-06 Target: Treasure Island is required to be self-supporting and make Treasure Island available to public. Long-term rental of various facilities is counted on to provide \$475,000 to fund TIDA's activities.

Controller's Comments:

Department's Comments:

City and County of San Francisco  
Budget Year 2005-2006  
Detail of Proposed Performance Measures

Dept: Treasure Island Development Authority  
Program: Index Code 210019 and 210020 Treasure Island and Yerba Buena Island Film and Cellsite Permits  
Goal: Earn \$40,000 (net) from film permits and cellsite leases on Treasure Island and Yerba Buena Islands  
Measure: Outcome – Earn \$40,000 from film permits and cellsite leases by June 2006

Definition of Measure: Earn \$40,000 from film permits and cellsite leases on Treasure Island and Yerba Buena Islands

Data Collection Method and Location of Documentation: Revenues recorded in FAMIS

Explanation of FY 2004-05 Projection: \$40,000 was budgeted in FY2004-05 from film permits and cellsite leases on Treasure Island and Yerba Buena Islands. It is projected that approximately \$31,000 will be collected in FY2004-05.

Explanation of FY 2005-06 Target: Treasure Island is required to be self-supporting and make Treasure Island available to public. Film permits and cellsite leases are counted on to provide \$40,000 to fund TIDA's activities

Controller's Comments:

Department's Comments:

City and County of San Francisco  
Budget Year 2005-2006  
Detail of Proposed Performance Measures

Dept: Treasure Island Development Authority  
Program: Index Code 210022 Treasure Island Housing 210023 Yerba Buena Housing  
Goal: Earn \$7.725 million from lease of housing on Treasure Island and Yerba Buena Islands  
Measure: Outcome – Earn \$7.725 million from lease of housing on Treasure Island and Yerba Buena Islands by June 2006

Definition of Measure Earn \$7.725 million from lease of housing on Treasure Island and Yerba Buena Islands

Data Collection Method and Location of Documentation: Revenues recorded in FAMIS and projections and actuals from John Stewart & Company, who manages the residential housing on Treasure Island and Yerba Buena Island.

Explanation of FY 2004-05 Projection: \$7.88 million was budgeted in FY2004-05. It is projected that approximately \$7,680,000 will be collected in FY2004-05.

Explanation of FY 2005-06 Target: Treasure Island is required to be self-supporting and make Treasure Island available to public. Housing leases are counted on to provide \$7.725 million to fund TIDA's activities

Controller's Comments:

Department's Comments:



City and County of San Francisco  
Budget Year 2005-2006  
Detail of Proposed Performance Measures

Dept: Treasure Island Development Authority  
Program: Index Code 210021 Treasure Island Marina Rental  
Goal: Earn \$262,000 from Treasure Island Marina Rentals  
Measure: Outcome – Earn \$262,000 from Treasure Island Marina Rentals by June 2006

Definition of Measure: Earn \$262,000 from Treasure Island Marina Rentals

Data Collection Method and Location of Documentation: Revenues based on actual leases

Explanation of FY 2004-05 Projection: \$262,000 was budgeted for Treasure Island Marina Rentals

Explanation of FY 2005-06 Target: Treasure Island is required to be self-supporting and make Treasure Island available to public. Marina Rentals are counted on to provide \$262,000 to fund TIDA's activities.

Controller's Comments:

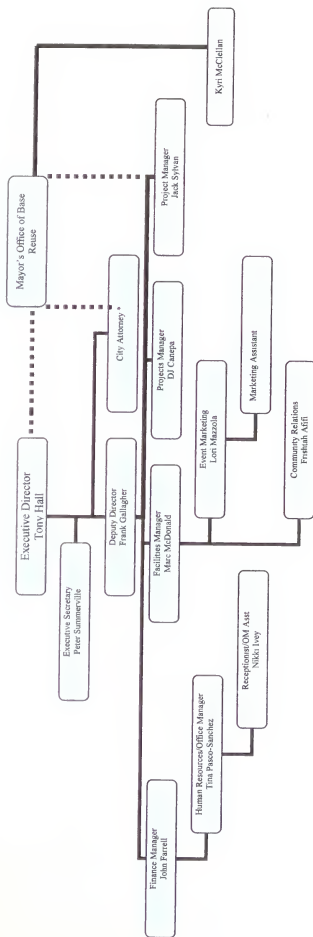
Department's Comments:







# DRAFT ORGANIZATION CHART for the TREASURE ISLAND DEVELOPMENT AUTHORITY



\* Funded by TIDA through work order

Solid line indicates direct funding

Dotted line indicates working relationship

## POSITION SUMMARY

**Department:** Treasure Island Development Authority

**Incumbent:** Tony Hall

**Title:** Executive Director

**Description:**

Plans, manages and directs all aspects of complex redevelopment activities for former Naval Station Treasure Island. Responsible for all functions of separate redevelopment agency, including oversight of negotiations with US Navy for conversion of former Naval Station Treasure Island, oversight of US Navy environmental remediation program, early transfer negotiations, along with property transfer, all interim and long-term planning and redevelopment, negotiations with all relevant city departments providing services to TIDA for both long-term and interim needs.

Responsible for operation of small city with more than 3,000 residents, provision of all emergency and community support services, implementation of homeless service provider agreements for housing, oversight of \$10 million budget and revenue generation through leasing of commercial property, housing and special events.

Represents TIDA in negotiations and interactions with all levels of government for interim operations of property and long-term planning for redevelopment of property, including overall master development negotiations. Oversight of all personnel and departmental representatives (Police, Fire, DPW, PUC, etc.) necessary for operation of island. Oversight of all TIDA personnel.

## POSITION SUMMARY

**Department:** Treasure Island Development Authority

**Incumbent:** Frank Gallagher

**Title:** Deputy Director

**Description:**

Reporting to the Executive Director, plans, manages and directs day-to-day activities relating to redevelopment of former Naval Station Treasure Island. Acts as Executive Director in absence of Executive Director. Responsible for oversight of staff and implementation of goals and objectives of TIDA as defined by Executive Director. Top-level management of planning and negotiations with US Navy for conveyance of former Naval Base, including implementation of redevelopment programs, oversight of environmental remediation program, early transfer negotiations, disposition of property and negotiations with master developer. Direct responsibilities for facility oversight, revenue generation from interim uses, oversight of budget and priorities set by Executive Director

Direct responsibility for strategic communications, including community and media relations.

Direct oversight and interface with all government agencies and officials involved with interim operation of island and long-term redevelopment of the property. Provides direct assistance in developing and coordinating budget.

Manages special projects assigned by Executive Director. Overall management of personnel and job assignments in conjunction with Executive Director.

## POSITION SUMMARY

**Department:**      **Treasure Island Development Authority**

**Incumbent:**        **John Farrell**

**Title:**                **Finance Manager**

**Description:**

Reporting to the Executive Director, through the Deputy Director, the Finance Manager has carries out all of the agency's financial activities. Responsibilities include fiscal planning, preparing and monitoring annual budget; utilizing accounting system, spreadsheets, and data software; reviewing general ledger accounts and preparing correcting journal entries. Account analysis and reconciliation; maintaining general ledger Chart of Accounts; providing analytic support for lease/development negotiations and grant applications; completing closing entries; identifying and correcting account discrepancies; performing special assignments such as compiling statistics for projects of senior management; preparing payment documents for all outstanding invoices; preparing receipts processing documents and bank deposits; preparing purchase documents and establish blanket and contract orders; maintaining ledgers with all vendors and commercial tenants utilized with the Project office; and performing other duties as assigned by the Director.



## **POSITION SUMMARY**

**Department:** Treasure Island Development Authority

**Incumbent:** Marc McDonald

**Title:** Facilities Manager

**Description:**

This position is responsible for all real estate-related and operations-related activities subject to the Treasure Island Development Authority. Reporting to the Executive Director and the Deputy Director, the incumbent is responsible for maximizing net revenue for the Treasure Island Development Authority through effective management of real estate and effective management of Treasure Island and Yerba Buena Island operating infrastructure.

Manages all property under TIDA's jurisdiction. Coordinates all property management, facilities and infrastructure issues with property owner, US Navy, per Cooperative Agreement. Oversees DPW and PUC representatives on island for coordination of building maintenance and utilities infrastructure. Interfaces with Office of Emergency Services for evacuation and emergency planning. Interfaces with SFFD for fire prevention and suppression services and various emergency and other needs. Interfaces with myriad agencies at the federal, state and local level, including CalTrans, MUNI and US Navy. Participates in long-term planning for redevelopment with regard to infrastructure and utilities. Plans, organizes, directs and supervises management of all TIDA property. Supervises leasing of property types, oversees repair and maintenance of all facilities and properties, establishes and maintains relationships with tenants, citizen groups and public and private organizations. Performs related duties and special projects as assigned by Executive Director.

## **POSITION SUMMARY**

**Department:**       **Treasure Island Development Authority**

**Incumbent:**       **Lori Mazzola**

**Title:**               **Event Coordinator**

**Description:**

The Event Coordinator is responsible for all aspects of events and functions on Treasure Island and Yerba Buena Island and reports through the Deputy Director to the Executive Director of the Treasure Island Development Authority.

The Event Coordinator's essential functions and responsibilities consist of the following: marketing and leasing event venue facilities on Treasure and Yerba Buena Islands; coordinating all aspects of event rentals, including fielding inquiries, providing site inspections, processing applications, drafting and issuing permits; assigning and supervising event staff and janitorial services in event venues; inspecting and facilitating maintenance of event venues; working closely with facilities maintenance and grounds crews with regard to event venues; meeting regularly with the SF Police and Fire Departments to coordinate permits and regulations relating to events, serving as liaison to all commercial filming projects, dealing with constituent needs and public interest in the island; and performing other duties as assigned.

Also serves as a direct liaison to the San Francisco Film Commission, pursuant to an MOU now under negotiation between the two agencies.

## POSITION SUMMARY

**Department:** Treasure Island Development Authority

**Incumbent:** Frishtah Afifi

**Title:** Project Coordinator – Community Relations

**Description:**

Serve as staff support to the secretary of the Treasure Island Citizens Advisory Board (TICAB);

Prepare CAB meeting agendas, minutes, and records; Act as a liaison with the TI CAB members to facilitate the flow of information, such as studies needed to carry out their function. Coordinate Advisory Board meetings and locations and work closely with the CAB Chair and Mayor's Office of Base Re-Use on administrative CAB business. Under direction of Facilities Manager, plan and execute projects relating to operational issues. Maintain regular contact with Island entities related to the operational issues and TIDA business, including community groups, the Treasure Island School, the Treasure Island Development Homelessness Initiative (TIDHI), John Stewart Leasing Company, as well as City Departments such as DPW, SFPD, and SFFD.

Respond to island residents regarding their concerns and issues; Provide residents with essential island related information. Properly classify and prioritize any reports of complaints and, under direction, assist the residents to reach a resolution to such complaints. Attend and represent TIDA at monthly Treasure Island Community Meetings. Schedule speakers who represent various City, State, and community agencies at the monthly Community Meetings to address island issues.

Conduct public tours of Treasure Island/YBI when required to various groups, clubs and school classes, and give historical information regarding the 1939 Golden Gate International Exposition. Provide island related information and respond to public inquiries.

Responsible for preparation and coordination of certain large public special events such as Fleet Week and 4<sup>TH</sup> of July; coordinate with various City agencies such as SFPD, DPW, SFFD, and SFDPT to ensure safety and smooth flow of traffic on and off the Island for residents and spectators.

Coordinate island-wide emergency services planning in conjunction with island residents, tenants.

## POSITION SUMMARY

**Department:** Treasure Island Development Authority

**Incumbent:** Tina Pasco-Sanchez

**Title:** Human Resources/Office Manager

**Description:**

Serves as business/office manager for Treasure Island Development Authority and liaison with CCSF controller, accounting, budget, purchasing, and personnel departments; providing liaison services among Project Office's finance, facilities, special events and leasing department and all vendors utilized by the Project office to assure effective administration and payments; responsible for all aspects of personnel administration Project office, including training; ensures that business practices are compliant with CCSF regulatory policies; responsible for purchases and maintenance of all office supplies and services including computer and electronics; reviews general ledger accounts, prepares correcting journal entries, accounting analysis and reconciliation by utilizing the accounting system, spreadsheets, and data software; maintaining general ledger Chart of Accounts; assisting in completing closing entries and researching and correcting account discrepancies; performs special assignments such as compiling statistics for projects of senior management; prepares payment documents for all outstanding invoices; prepares receipts processing documents and bank deposits; prepares purchase documents and establishes blanket and contract orders; maintains ledgers with all vendors and commercial tenants utilized with the Project office; and performs other duties as assigned.

## POSITION SUMMARY

**Department:**        **Treasure Island Development Authority**

**Incumbent:**        **Annette Ivey**

**Title:**                **Receptionist/OM Assistant**

**Description:**

As office receptionist, responsible for handling and directing telephone calls to appropriate personnel; responsible for assisting office visitors and provide basic information to constituents and the general public; performing word-processing, data entry, photocopying and faxing as required; handling incoming and outgoing correspondences, mail and faxes; operating various office equipment and oversee its maintenance; providing general administrative support to professional staff; and performing other duties as assigned.

Also provides assistance to Human Resources/Office Manager with respect to data entry responsibilities, keeping books current and up to date.

## POSITION SUMMARY

**Department:**      **Treasure Island Development Authority**

**Incumbent:**        **Peter Summerville**

**Title:**                **Executive Secretary**

**Description:**

The Executive Secretary has three primary areas of vital responsibility.

### **Commission Secretary**

Coordinate seven-member Treasure Island Development Authority Board of Directors. Serve as liaison between Board, Executive Director and TIDA staff and assist all parties in large and complex policy recommendations and decisions. Assist staff members with preparation of staff reports and presentations. Receive and respond to all incoming and outgoing communications on behalf of the TIDA Board. Serve as point person for contact with local, state and federal government agencies and the public for Board. Duties also include monthly production and preparation of agenda, minutes and public agenda packet for all TIDA Board meetings and TIDA Board subcommittee meetings. Maintain records, documents and minutes for Board.

### **Staff Assistant**

Interface with all levels of government officials and the public via development of and assistance on significant facility, commercial leasing, public relations and intra-departmental related projects. Perform various research and information-gathering tasks as assigned by Executive Director and Deputy Director. Work with multiple City departments, private on-Island entities and Island residents in furtherance of interim reuse programs and events for current Island community. Coordinate and assist with various inter-office tasks. Respond to correspondence sent to Executive Director and TIDA staff.

### **Technology Officer**

Responsible for design and regular content updating of TIDA website.  
Responsible for local administration of network, file-server and desktop applications.  
Liaison to Department of Telecommunications and Information Services Enterprise E-mail and Local Area Network engineers and administrators

## POSITION SUMMARY

**Department:**      **Treasure Island Development Authority**

**Incumbent:**      **N/A**

**Title:**              **Event Marketing Assistant**

**Description:**

Reports to the Events Coordinator. Responsible for marketing Treasure Island as a premier special event venue, with an emphasis on the corporate client. Duties include creating marketing materials and developing and executing a strategic marketing plan, with the goal of increasing the agency's income derived from special events to support agency mission and day-to-day operations.

Also assists Events Coordinator with responsibilities related to providing the highest possible quality of experience for the agency's roster of events clients.









Harvey

M

---

Rose Accountancy Corporation

1390 Market Street, Suite 1025, San Francisco, CA 94102 (415) 552-9292 • FAX (415) 252-0461

February 4, 2004

Mr. Tony Hall  
Executive Director  
Treasure Island Development Authority  
410 Avenue of the Palms, Building 1, 2<sup>nd</sup> Floor  
San Francisco, CA 94130

Dear Mr. Hall:

We have completed our review of Treasure Island Development Authority's financial condition, including a review of revenues and expenditures, and our assessment of internal controls and risk factors related to key business functions. Our review found that, with respect to the financial condition of the Treasure Island Development Authority (the Authority): (a) the Authority's financial condition has deteriorated rapidly since Fiscal Year 2002-2003 when it ended the year with a substantial fund balance of \$4.76 million; (b) that FY 2003-2004 reversed this trend by expending significantly more than its operating revenues, thereby decreasing the Authority's fund balance from \$4.76 million by \$3.332 million to \$1.428 million, a decrease of 70 percent in just one fiscal year; (c) that the Authority's financial condition is actually significantly worse than it is portrayed in the Authority's *Statement of Net Assets*, presented as a component unit in the City's Consolidated Annual Financial Report (CAFR) because it does not include an accounting of significant liabilities, namely accounts payable to the San Francisco Public Utilities Commission; and, (d) the current Fiscal Year 2004-2005 budget appears to be out of balance as the available fund balance plus budgeted revenues are less than budgeted expenditures. As a result of these findings, we recommend that the Authority's management take immediate steps to accurately determine the full extent of its liabilities, measure the status of current budget year expenditures and revenues and, take corrective action, such as liquidating unnecessary encumbrances for contractual services, in order to improve the Authority's financial health.

Mr. Tony Hall  
Executive Director  
Treasure Island Development Authority  
February 4, 2004

Although the current management team is new, the Authority has had four years to move from an emerging organization to a mature enterprise. Yet, a number of significant weaknesses in internal controls and business processes were identified that hinder the Authority's abilities to address its legal and fiscal responsibilities. These weaknesses are discussed in detail after the discussion on the Authority's financial condition.

In total, our review has resulted in the formulation of 28 recommendations. Implementation of these recommendations is critical to provide the new management team with assurances of a sound financial condition and with management controls, coupled with sound business practices, that will assure effective and efficient management of the interim use of Treasure Island as it moves forward toward conversion.

## **Review of Financial Condition and Analysis of Revenues and Expenditures**

Our review included an assessment of the audited financial statements from FY 1999-2000 through FY 2002-2003.<sup>1</sup> Additionally, our review included analysis of the Authority's revenue and expenditure detail for the last five years, including an analysis of the Authority's budget to actual variances for revenues and expenditures.

Lastly, we intended to prepare financial projections for the next three years based on historic trends. However, we found that such projections based on historical trends would not be meaningful to management at this time as prior year revenues have varied widely since the Authority's first year of operations, due to large swings in the leasing of Authority property for events and other activities. In addition, there has been no accounting of significant future expenditures for such items as professional services that will be necessary in order for the Authority to complete its negotiations with the United States Navy for the base conversion process. Without such an accounting, projections based on historical trends would be inaccurate and therefore would not be meaningful.

### *The Authority's Net Assets and Statement of Activities*

Attachment I to this report provides a history of the Authority's Statement of Net Assets, included as a component unit in the City's CAFR. As shown in Attachment I, the Authority's Net Assets (which in this case are essentially fund balances available for expenditure in subsequent years) grew significantly during the four-year period ending June 30, 2000 through June 30, 2003, from a deficit of \$294,000 following the completion of FY 1999-2000, to a surplus of \$4.76 million at the close of FY 2002-2003.

The primary reason for the increases in the Authority's Net Assets from its inception through the end of FY 2002-2003 are displayed in Attachment II, which provides a four year trend in Statements of Activities from FY 1999-2000 through FY 2003-2004, which also includes a

---

<sup>1</sup> FY 2003-2004 audited financial statements have not been completed by the City's Controller's Office.

Mr. Tony Hall  
Executive Director  
Treasure Island Development Authority  
February 4, 2004

preliminary analysis of FY 2003-2004. The FY 2003-2004 column is based on the closing report in the City's Financial Accounting system (FAMIS).

Attachment II shows that the primary reason for the Authority's early growth in Net Assets was the realization of net revenues for the first four years of its operation, as charges for services grew rapidly, even as operating grants and contributions (funded primarily by the US Navy) decreased considerably. However, as also shown in Attachment II, revenues declined sharply from the levels achieved in prior fiscal years (from \$10.338 million in FY 2002-2003 to \$7.691 million in FY 2003-2004), a decrease of \$2.625 million or 25.4 percent.

Despite the precipitous decline of operating revenues in FY 2003-2004, expenditures exceeded such revenues by a wide margin, indicating that management at that time did not closely monitor operating revenues and make expenditure adjustments accordingly. Consequently, the Authority's fund balance declined from \$4.76 million as of June 30, 2003 to \$1.428 million (the current estimate) as of June 30, 2004.

Lastly, the Statement of Net Assets provided in the City's CAFR appears to exclude a significant liability base on accounts payable by the Authority to the San Francisco Public Utilities Commission (PUC). This account payable, for water, wastewater treatment and electricity, has accumulated over the past four years. We have requested a detailed accounting of the amount owed by the Authority to the PUC, but such an accounting has not been provided as of the writing of this report. However, in testimony before the Board of Supervisors Finance and Audits Committee on December 15, 2004, the General Manager of the PUC stated that the amount owed by the Authority is "over \$4.0 million". However, our recent review of accounting information provided by the PUC indicates that the liability is close to approximately \$1.0 million. Clearly, a liability of this sum would indicate that the overall financial condition of the Authority is substantially worse than prior year CAFR's and the current estimated fund balance would indicate.

#### *Analysis of Prior Year Revenues and Expenditures and Comments on Current Year Budget*

Attachment III to this report provides a historical comparison of budget vs. actual revenues and expenditures for Fiscal Year 2000-2001 through 2003-2004. The far right column of Attachment IV shows FY 2004-2005 budgeted expenditures.

As shown in Attachment III, budgeted revenues were equal to or greater than budgeted expenditures and the Authority's actual revenues exceeded budgeted revenues while actual expenditures were less than budgeted expenditures for the period of FY 2000-2001 through FY 2002-2003. The growth in revenues over this period and the practice of balancing budgeted expenditures with operating revenues resulted in the growth of the Authority's net assets (not including the aforementioned accounts payable to the PUC) to \$4.76 million as of June 30, 2003.

However, beginning in FY 2003-2004, this trend was reversed. First, the Authority budgeted approximately \$12.56 million in net expenditures, despite only budgeting approximately \$9.6 million in operating revenues. Therefore, on a budgetary basis, the Authority's budget for FY

Mr. Tony Hall  
Executive Director  
Treasure Island Development Authority  
February 4, 2004

2003-2004 contemplated the use of \$2.94 million, or 61.8 percent of the Authority's net assets of \$4.76 million as of June 30, 2003. However, contrary to prior years, the Authority experienced a significant revenue shortfall in FY 2003-2004 when operating revenues declined from approximately \$9.6 million in FY 2002-2003 to actual revenues of \$7.69 million in FY 2003-2004, a shortfall of \$1.91 million. Although actual expenditures were approximately \$1.5 million less than budgeted, the total shortfall in operating revenues at the end of FY 2003-2004 resulted in a decline in the Authority's Net Assets of approximately \$3.33 million, from \$4.76 million in FY 2002-2003 to \$1.428 million at the close of FY 2003-2004.

The last three columns of Attachment III present information on the Authority's FY 2004-2005 budget. The first, labeled "FY 04-05 Budget" was derived from revenue and expenditure budget information entered into FAMIS after the Authority's FY 2004-2005 budget was adopted. This column shows budgeted expenditures of \$10,260,661 and budgeted revenues of \$9,338,000, a revenue shortfall of \$922,661 based on the initial FY 2004-2005 budget. The next column, labeled "FY 03-04 Carryfwrds" shows FY 2003-2004 prior year encumbrances for contractual services that have been carried forward to FY 2004-2005. The far right column labeled "FY 04-05 Total" combines original budget with carryforwards from the prior year.

Attachment III also shows that \$2.2 million of fund balance would be required to balance all budgeted sources of funds against budgeted uses of funds. However, since the FY 2003-2004 year end balance is estimated to be only \$1.428 million, the Authority's budget as approved by the Board of Supervisors and the Authority Board of Directors, and modified to reflect carryforward balances, would not be balanced, but would instead have a \$773,000 deficit. We do note however that the Authority's budget, when submitted to the Board of Supervisors, included an unreserved appropriation of revenue in the amount of approximately \$700,000, which would be expendable by the Authority.

We also found that the Controller routinely carry's forward encumbrances for contractual services unless instructed to liquidate such encumbrances. For FY 2003-2004, the Controller did not receive any instructions from the Authority and therefore carried forward all open encumbrances for contractual services.

We were also unable to review the current Fiscal Year's expenditures and revenues as FAMIS entries were delayed, payroll information is not available from the Redevelopment Agency and the Authority's internal Expenditure and Revenue Accounting spreadsheet were over six months out of date (see discussion of payroll processing and expenditure and revenue accounting below).

Attachment IV to this report displays the information provided in the Authority's FY 2004-2005 budget as submitted to the Board of Supervisors and open encumbrances carried forward from FY 2003-2004 provided by the Controller. Attachment IV shows a total of \$3.5 million in budgeted and carryforward contractual service encumbrances. Since there has been no management review of such encumbrances carried forward from FY 2003-2004, it is possible that the combined total of current year budgeted expenditures and carryforwards exceed remaining contractual authorizations and can therefore be reduced or liquidated.

Mr. Tony Hall  
Executive Director  
Treasure Island Development Authority  
February 4, 2004

The Authority's management should perform a detailed review of the current year budget in order to measure the current financial status of revenues, expenditures and open encumbrances and take appropriate actions to assure that the budget is in balance, and that spending is controlled to stay within current operating revenues and the Authority's available fund balance. Wherever possible, spending should be curtailed and encumbrances liquidated in order to assure that the Authority maximizes its FY 2004-2005 year end balance in order to improve the overall financial condition of the Authority in the future.

## **Assessment of Internal Controls and Risk Factors Related to Key Business Functions**

The purpose of this review was to assess internal controls and risk factors related to key business functions to determine if policies and procedures are sufficient to adequately safeguard, manage, and account for the Authority's assets. In performing this review, we interviewed staff, reviewed written policies and procedures, and examined relevant documents, including contracts, vendor files, financial spreadsheets and system reports. A number of findings were identified not only in key business processes, but also related to the Authority's critical role as custodian of Navy property. Further, weaknesses were identified that crossed key business functions. These weaknesses include extremely poor file management and a lack of current and comprehensive written policies and procedures that would facilitate efficient and effective processes and provide sufficient controls over the Authority's assets.

### **Payroll Processing**

The Authority employees, effective July 22, 2004, were transferred from employment with the City and County of San Francisco to employment with the San Francisco Redevelopment Agency (SFRA) under an Agency Agreement approved by the Authority's Board of Directors on June 9, 2004. This action was intended to be an interim step moving the Authority toward employment of its own staff rather than through an intermediary agency. Accordingly, the term of the Agency Agreement is for six months and then continues on a month-to-month basis, but shall not exceed one year unless approved by both the Authority's Board of Directors and the SFRA Commission. SFRA will charge the Authority the cost of direct staff time used for processing the Authority's payroll as well as an overhead rate. The current Executive Director is directly employed and paid by the Authority rather than SFRA.

A review of the payroll process indicates that procedures are sufficient to provide reasonable assurance that payroll is being processed timely and accurately. Because of the limited staff at the Authority, monitoring employee hours is relatively simple. A review of historical timecards found that all timecards had formal authorization by either the Director or, on a few occasions, the Deputy Director. However, due to the transitory nature of the current agreement with the SFRA, the following significant issues were identified.

Mr. Tony Hall  
Executive Director  
Treasure Island Development Authority  
February 4, 2004

#### *Advanced Payroll Funding*

As of the writing of this report, the Authority has not forwarded to the SFRA funding for payroll expenses incurred from July 1 to date although advance payment was set forth in the Agency Agreement between the Authority and SFRA. According to the Agency Agreement, the Authority was to transfer funding for the first quarter payroll from July 1, 2004 through September 30, 2004 within 30 days of the effective date of the agreement. For the remaining quarters, the Authority is obligated to provide advanced funding of the estimated payroll costs by the first day of the quarter, or by October 1, 2004, January 1, 2005, and April 1, 2005. According to the Authority staff, SFRA has not provided estimated payroll costs to the Authority and, therefore, the Authority has been unable to transfer advance funding. Thus, SFRA is fronting funding for the Authority's salaries and fringe benefit costs. According to SFRA staff, this amount as well as the administrative charges that are due are currently being calculated as well as the payroll advance for the first quarter of 2005.

#### *Transition to Authority Employment*

The Authority needs to address transition to employment of its own staff rather than through an intermediary agency. The transition should be separated into steps, including a needs assessment, development of alternatives, establishment of criteria for making key payroll process decisions, and creation of personnel policies and procedures. Timelines for these steps should be developed immediately to ensure that the process is not delayed, the best solution is identified, and that the issue is resolved before reaching a crisis. As part of this transition process, the process for paying the Executive Director should be incorporated to determine if efficiencies can be made.

#### **Purchasing of materials, supplies and equipment**

As a redevelopment agency, the Authority does not have to comply with City rules and regulations with respect to the purchasing process. Accordingly, the Authority processes transactions independently of the City's Office of Contract Administration and the Purchasing Division. On March 11, 1998, the Authority's Board of Directors approved Purchasing Policies and Procedures which provides guidelines to staff on the purchasing process. With respect to payment for materials, supplies, and equipment, the Authority also has written procedures for invoice processing. However, these procedures have not been formally adopted by the Authority's Board of Directors. Additionally, the Authority has developed internal requisition and payment forms with appropriate controls and authorizations. Review of the purchasing process as described by the Authority staff indicate that written procedures are sufficient to provide reasonable assurance that the purchasing of materials, supplies and equipment complies with the Authority's Purchasing Policies and Procedures and purchases receive appropriate authorization. However, specific areas of weakness were identified and are discussed in detail below.

#### *Segregation of Duties*

With the recent executive and financial management turnover, management should pay attention to segregation of duties issues in the purchasing and payment process. Specifically, any given



Mr. Tony Hall  
Executive Director  
Treasure Island Development Authority  
February 4, 2004

staff person should not be able to authorize a transaction, record a transaction, and have physical custody of the item procured. Thus, operating staff should be responsible for actual purchasing and receiving of items, accounting and financial staff should be responsible for recording purchasing and payment activities, and executive staff should be responsible for authorizing all purchasing and payment activities. Based on our review, it appears these functions are appropriately segregated, but with such a small staff, executive staff should be cognizant of the importance of internal controls over the purchasing and payment process.

#### *File Management*

Several vendor payments were selected to review supporting documentation and file management. This review identified several instances where file documentation was either missing or was not adequate to support the underlying transaction. The exceptions identified were:

- One vendor file for Noah Griffin for marketing and press services was missing. While the contract and subsequent amendment was located, documentation of the vendor payments totaling approximately \$50,000 was not located.
- One vendor payment to Pestec Exterminator was for \$1,300, while the invoice was for \$1,600 and the encumbered amount noted on the payment form was \$1,200. The file contained no explanation for the variances.
- There were two files for one vendor, Virco Manufacturing Corp., which has had one transaction to date with the Authority. The purchase order was in one file; the invoice payment was in the second file.
- There were two files for one vendor using two separate vendor names, Falcon and GovtJobs.com.
- We found one transaction for \$32,310.25 paid to Toolworks for carpeting that appears to have three invoices stamped "Approved for Payment" and signed by the Authority staff. Two of the invoices are from one vendor, Toolworks, for the same amount, but one invoice specifies "Carpeting at Casa DeLa Vista" and the second invoice specifies "Verve Building Maintenance". The third invoice is from California Carpets for \$29,310.25, and appears to be a quote rather than an actual payment request. The supporting purchasing documents in the file support the selection of California Carpets, not Toolworks, and there is no explanation for the 1) change in vendor, 2) \$3,000 change in cost, and 3) two invoices from Toolworks that were each stamped and processed for payment by the Finance Manager. It should be noted that only one transaction for \$32,310.25 was actually processed and paid by the Controller's Office and we found no duplicate payments in our review of sample files.

Based on this review, the Authority staff should be more conscientious of creating and maintaining files, including providing sufficient documentation and explanation for any exceptions that occur such as payment that is more or less than authorized in the purchasing documents or stated in the invoice.

#### *Work Orders*

The Authority's work order expenditures are significant component of the Authority's budget. In FY 2003-2004, actual work order expenditures totaled \$9,384,490 or 70.1 percent of total

Mr. Tony Hall  
Executive Director  
Treasure Island Development Authority  
February 4, 2004

expenditures. This amount is an increase of \$2,497,389 or 36.3 percent from FY 2002-2003 work order actual expenditure total of \$6,887,101. In FY 2004-2005, work order expenditures are budgeted to be \$7,575,428, a decrease of \$1.8 million primarily because the Authority has not budgeted for payment to the San Francisco Public Utilities Commission for utility services.<sup>2</sup> Because of their significance, the Authority should implement written policies and procedures for monitoring work orders, including the verification that services are not only received, but are also prudent and not excessive. Two work orders in particular should be monitored closely because of their magnitude: Public Works and the City Attorney which had actual expenditures of \$1,828,140 and \$540,324, respectively, in FY 2003-2004. Specific individuals, such as the Facilities Manager for Public Works and the Deputy Director for the City Attorney, should be assigned to monitor these activities on a regular basis, preferably monthly so that any issues that may be arising can be identified early.

### **Asset Management and Inventory Control**

Asset management is critical for the Authority given its caretaker responsibilities for Treasure Island<sup>3</sup> and it is in this area, along with facilities management discussed below, that is at present the Authority's greatest weakness in internal controls.

#### *Authority Assets and Inventory*

The Authority does not maintain an inventory of its fixed assets, nor does it have established policies defining fixed assets and procedures for fixed asset inventory control monitoring. The Authority has purchased significant fixed assets since its inception in FY 1999-2000, including:

- \$49,544 in FY 2001-2002 for computer equipment,
- \$39,706 in FY 2002-2003 for tables and chairs for special events,
- \$13,084 in FY 2003-2004 for a vehicle,
- \$1,189 in FY 2002-2003 for a fax machine
- \$18,411 in FY 2003-2004 for a sound system in the Chapel
- \$41,730 in FY 2003-2004 for office furnishings

These are physical assets that are at risk from loss or theft. The Authority should develop written policies and procedures for fixed asset tracking and monitoring. Such policies and procedures should include a monetary threshold for items that are not considered to be significant enough to warrant tracking. However, it should be noted in some instances, such as special events tables and chairs, items may be individually considered immaterial, but as a class or grouping, they are significant. While it is not feasible to track and monitor every chair or filing cabinet, these items

---

<sup>2</sup> The status of public utilities on Treasure Island pose significant risks both to the Authority as well as to the San Francisco Public Utilities Commission. The issue will be reviewed in detail during the ongoing management audit of the Public Utilities Commission which is being conducted by the Budget Analyst's Office.

<sup>3</sup> Geographic references to Treasure Island also include approximately 115 acres of Yerba Buena Island which are anticipated to be transferred to the Treasure Island Development Authority along with the approximately 365 acres on Treasure Island proper.

Mr. Tony Hall  
Executive Director  
Treasure Island Development Authority  
February 4, 2004

should be included on an inventory listing and an inventory count should be taken once a year. Due to the transitory nature of special events, equipment and furnishings related to these activities should be verified more frequently.

#### *Navy Assets and Inventory*

At present, the Authority remains the custodian of equipment, including vehicles, and furnishings left behind by the Navy. While ownership of these items has not yet transferred from the Navy to the Authority, the Authority retains the ability to use or lend these assets. Many of the assets are held in a large warehouse and consist of office furnishings such as desks, chairs, file cabinets, and obsolete computer equipment, as well as mattresses, bedding, refrigerators, and other miscellaneous items. According to the Authority staff, the Navy had a full-time warehouse manager and when the Navy vacated the premises, the Navy gave the Authority an inventory listing. Additionally, other equipment and furnishings are located in and at facilities throughout Treasure Island. These items have not been inventoried.

According to the Authority staff, while historically any items taken from the warehouse have been identified on a form and filed in a binder, this process has not been kept up. The binder contains the "TIDA Property Management Plan" which provided guidelines for management of Navy property when a Navy warehouse manager managed the warehouse inventory. However, these guidelines should still be applicable. While there is no longer a Navy warehouse manager, TIDA is responsible for managing this property. According to these guidelines, a master inventory list of all items "issued for re-use" should be maintained in both hard copy and electronic format. This listing does not exist. Further, the guidelines state that the Executive Director should approve all property transfers. However, a review of the binder indicates that the former Executive Director had not authorized any transfers during her tenure. Third parties who have borrowed these assets include City departments, the Treasure Island Homeless Development Initiative, and independent film crews. Further, break-ins to the warehouse and in other Treasure Island facilities, have resulted in damage and theft to an unknown amount of equipment and furnishings. Accordingly, the Authority does not know what Navy property has been transferred to third parties, is lost due to damage or theft, or remains in the warehouse and other facilities.

In mid-1999, the Authority started an inventory of Navy property by sending out listings to various agencies and City departments of items loaned by the Navy to such entities. However, the inventory process was never completed. The Navy listing of property was not reconciled, there was no formal compilation of the listings, and there was no formal resolution of items deemed missing. The Authority also inventoried vehicles using an inventory listing provided by the Navy to the Authority in April 2002. The Navy's listing of 86 vehicles was audited in 2001 and only two vehicles were identified as missing.

The Authority should immediately inventory all Navy property, including vehicles, furnishings and equipment at all facilities, not just the warehouse. The warehouse and vehicle inventories should be cross-checked with the Navy's inventory listing as well as any property removal forms. Any items found to be missing or damaged should be identified and steps should be taken

Mr. Tony Hall  
Executive Director  
Treasure Island Development Authority  
February 4, 2004

to recover either such items or, at a minimum, compensation from the responsible agency or individual. Then, written policies and procedures should be developed for managing and monitoring the Navy's assets and should take into considerations any Navy requirements. Additionally, keys to vehicles, the warehouse and all facilities should be kept in a secure location and provided only to authorized individuals.

### **Facilities Management**

According to the Authority staff, there has not been a dedicated Facilities Manager since early 2001. Since that time, the function has been assigned to various Authority staff. Given that the Authority is custodian and property manager of the Navy facilities, this is a critical role. However, because there has been no Facilities Manager, there is no inventory of facilities or facility conditions on Treasure Island. In fact, keys to facilities have been inventoried recently due to issues over control of the keys and a lack of protocol, which made keys difficult to locate at any given time. Further, the Authority has not developed an interim use plan to maximize use of these facilities prior to the transfer and development of Treasure Island.

Additionally, while the Authority is responsible for facilities and infrastructure, such as roads and landscaping, the Department of Public Works (DPW) actually performs the maintenance functions. However, there is no protocol at the Authority for identifying maintenance needs and monitoring DPW maintenance activities and related costs.

The Authority should inventory all facilities, conduct an assessment of facility conditions, develop an interim use plan, develop a maintenance program, and develop procedures for monitoring ongoing maintenance activities and costs of DPW services. These steps would allow the Authority to approach these facilities in a methodical and strategic way. Further, because of the cumbersome process to locate a potential leasee for a facility, obtain Navy approval for a facility lease, and then negotiate and enter into a facility lease, the above steps may allow the Authority to identify procedural efficiencies, such as obtaining pre-approval from the Navy to lease specific facilities to third parties for allowable uses.

### **Revenue Collections**

#### *Cash Receipts Process*

Several issues were identified in the cash receipts process. First, there are no policies and procedures in place for monitoring payments so that the Authority is assured that all payments are received and are timely. The Special Events Coordinator is responsible for special events and film permit revenues. The new Facilities Manager has been given the responsibility for commercial facility lease revenues. However, there are revenues that are not delegated to any particular staff for payment monitoring. A review of deposits from January of 2004 through June of 2004 identified delinquent payments, including a payment of \$49,592 from Treasure Island Enterprises for "past due balance" and a payment of \$12,374 from Delancey Street Foundation for "past due account." The responsibility for timely monitoring of the receipt of revenues should be established and assigned to staff.

Mr. Tony Hall  
Executive Director  
Treasure Island Development Authority  
February 4, 2004

An important control in cash handling is to log in checks and cash when received either through the mail or given directly to Authority staff. Then, a staff person independent of the initial receipt and deposit process should verify that all checks were deposited. While staff reports that the former Finance Manager used to review incoming mail logs, there has not been a staff independent of the deposit process to do a verification for the last six months. The Authority should establish procedures for staff independent of the deposit process verify that all checks and cash have been deposited. This segregation of duties would ensure that any missing checks or cash that were not deposited were identified and investigated and prevents any opportunity to illegally divert Authority revenues without being detected.

The Authority currently allows cash payments, although staff reports that cash is very seldom received. Because cash has a high degree of inherent risk, the Authority should establish a formal policy to no longer take cash payments and should only accept checks, money orders or cashiers checks made payable to Treasure Island Development Authority.

Finally, written policies and procedures should be updated to reflect current procedures and staffing and augmented with written procedures on file maintenance, payment monitoring, deposit verification, and cash policies.

#### *Special Events*

The rental of facilities for special events is managed by one Authority employee. The Special Events Coordinator, who is responsible for showing and renting the facilities to third parties, calculating deposit and fee amounts, scheduling, invoicing, recording the event and deposit and fee payments, processing deposit refunds, and arranging for access to the facility on the day of the event. For administrative ease, we do not recommend dividing activities to resolve segregation of duties issues. However, we recommend that the Finance Manager, on a regular basis, reconcile Special Events payment records with actual deposits and refunds, a calendar of events, and staff time worked on the days of those events.

#### *The John Stewart Company Contract*

The rental of housing units through the John Stewart Company is the largest single revenue source for the Authority. Housing revenues, almost all of which derive from the John Stewart Company, totaled approximately \$7,072,358 in FY 2003-2004, \$1,327,642 or 15.8 percent less than the \$8,400,000 in total revenues budgeted for the fiscal year. In FY 2004-2005, the Authority has budgeted \$7,880,000 for housing revenues, a decrease of \$520,000 or 6.2 percent from FY 2003-2004 budgeted revenues, but still more than actual total revenues received in FY 2003-2004. According to the Authority's budget documents, the revenue reduction is due to the "soft rental housing market." The average vacancy rate reported by the John Stewart Company for Treasure Island rental units was 8.3 percent for the second quarter of 2004, whereas the U.S. Census Bureau reports the San Francisco residential rental vacancy rate as 4.9 percent for the same period.

Mr. Tony Hall  
Executive Director  
Treasure Island Development Authority  
February 4, 2004

Despite the significance to the Authority's financial health, there is not a dedicated staff person to monitor this revenue source. The John Stewart Company provides monthly statements with payment calculation detail and occupancy data as well as annual audited financial statements. However, there are no central contract files maintained by the Authority and staff had a difficult time locating the five years of audited financial statements, which were ultimately located in several different staff files. Additionally, reconciliation of payments to deposit records is difficult because monthly statements and remittance letters were not always included with deposit records. Further, in September of 2003, the Authority was notified by the John Stewart Company that significant audit adjustments dating back to 1999, 2000, and 2002 totaling \$308,833 would have to be made, indicating significant deficiencies in the John Stewart Company's calculations.

Monitoring monthly remittances and reports would allow the Authority to identify and address issues, such as occupancy rates or questionable expenditures, to verify the accuracy of payments received and contract compliance, and would ensure that revenues from the John Stewart Company are maximized. The Authority should assign the responsibility to the Finance Manager to become expert in the financial specifications of the John Stewart Company contract and to monitor financial compliance with the contract on a regular basis. The Facilities Manager should be responsible for the operating specifications of the contract and should monitor operating compliance with the contract on a regular basis.

#### *Shared Revenues with the Treasure Island Homeless Development Initiative (TIHDI)*

The Authority has a revenue sharing agreement with the Treasure Island Homeless Development Initiative (TIHDI) for housing units intended for TIHDI, but sub-leased by the Authority to the John Stewart Company for market-rate residential leasing. Under the agreement, TIHDI currently receives 40 percent of the percentage rent paid to the Authority by the John Stewart Company for rentals of the subject housing units. Because of the link to the John Stewart Company rental revenues, the Finance Manager should also become expert in this agreement and monitor financial compliance with agreement specifications.

#### **Expenditure Contract Management**

Professional services contracts are a significant portion of the Authority expenditures, comprising \$1,752,253 in FY 2003-2004 or 13.1 percent of total expenditures. Moreover, professional services contracts are the largest single expenditure in the Authority's budget with the exception of work order services performed by City departments. Historically, contract management was facilitated by the former Finance Manager. However, it appears there are no formal policies and procedures, other than those for purchasing and accounts payable, for contract monitoring. At present, contract management has not been delegated to any one individual staff at the Authority and, in some instances, contracts are managed by individuals who are responsible for the relevant programmatic areas such as for redevelopment planning and development negotiations. Finance staff does maintain a spreadsheet of pertinent data and information on current professional services contracts, such as contractor name, contract amount, term and insurance information. However, a review of the spreadsheet identified several

Mr. Tony Hall  
Executive Director  
Treasure Island Development Authority  
February 4, 2004

contracts that had expired and had not yet been renewed as well as insurance certificates that had been expired and not updated.

As the Authority moves toward the transfer of federal property and redevelopment activities, the use of professional services contracts will increase. The Authority should develop written policies and procedures for monitoring contract status. These policies and procedures should include verifying service delivery, monitoring payments, ensuring insurance requirements are current and maintained, and ensuring that contracts are entered into and are extended, if necessary, in a timely manner (i.e. before services are utilized and expenditures are incurred.).

### **Expenditure and Revenue Accounting, Recording, and Management Reporting**

#### *Finance Manager's Excel Spreadsheets*

The former Finance Manager developed detailed transaction spreadsheets to track and monitor the Authority's revenues and expenditures. According to current staff, these spreadsheets were used to prepare monthly financial status reports for the former Executive Director and other staff. According to staff, the former Executive Director, in turn, provided a verbal monthly financial report to the Board of Directors by reading the Finance Manager's report.

Our review found that the spreadsheets were not complete and accurate, containing errors and omitting significant expenditures. For example, in FY 2002-2003, the spreadsheets reported \$1,547,937 in non-personnel expenditures (excluding work orders), whereas the City Controller's financial accounting system FAMIS reported \$1,643,097, a variance of \$95,160 or 5.8 percent. The spreadsheets excluded over \$50,000 paid to Noah Griffin for marketing and press services and other expenditures and contained errors that provided inaccurate expenditure totals.

These spreadsheets are useful management tools only if they are complete, accurate, and timely. The new Finance Manager should develop new spreadsheets to meet the Authority's needs in terms of financial analysis and monitoring budget to actual revenues and expenditures. Further, prior year spreadsheets should be corrected and completed in order to be able to conduct analysis across fiscal years. To do this, the Authority should request the Controller to re-issue April, May and June of 2004 transaction reports which could not be located by the Authority.

#### *Accounting for Deposits*

Deposits paid by third parties for facility rentals and held by the Authority are recognized as revenue when they are deposited and posted to the accounting records. However, according to Generally Accepted Accounting Principles (GAAP), this is inappropriate treatment. Deposits are not revenues, but rather are cash held temporarily as security and refunded once an event is over. While records of deposits should be kept for each special event, deposit totals should not be aggregated and treated as revenues. At any given time, the Authority does not readily know deposit totals. The Authority finance staff should work with the Controller's Office to appropriately set up accounting for these transactions and to establish a ledger for tracking deposits.



Mr. Tony Hall  
Executive Director  
Treasure Island Development Authority  
February 4, 2004

### **Job Descriptions and Delegation of Responsibilities**

During our review we noted that there has been turnover in staffing, shifting of job functions, and unclear lines of responsibilities. For example, the Project Coordinator position is also the community liaison and has assumed responsibility for the warehouse inventory as well as emergency planning for the island. The Authority's website also identifies this person as a "Marketing Coordinator." Job descriptions developed for the SFRA also noted that this position "interfaces with myriad City agencies providing services to the Island and to residents, including DPW, PUC, Fire, Police and Muni" and "Assists with Special Events and permitting." An organization chart shows this position reporting to the Project Administrator who serves as the office manager and finance assistant. However, the Project Coordinator reports that she is directly responsible to either the Executive Director or the Deputy Director.

In part, the informality of job functions and reporting and supervisory relationships has resulted in many of the weaknesses identified above. The Authority should develop new job descriptions and responsibilities for each position given the Authority's objectives of 1) property management, 2) negotiating the transfer of federal property, and 3) long-range planning and development of Treasure Island. These job descriptions should clearly define job tasks and areas of responsibility. Further, goals and objectives should be developed for each staff for the coming year and annually thereafter.

### **Recommendations**

The following are recommendations:

1. The Authority's new Finance Director should review all current year actual revenues and expenditures to determine the financial status of the Authority and to re-establish the Authority's management controls over its budget.
2. Wherever possible, management should reduce spending and liquidate encumbrances for contractual services in order to improve the overall financial condition of the Authority in the future.
3. In coordination with the San Francisco Redevelopment Agency, establish a process to calculate and remit future advance payroll funding and administrative cost reimbursement.
4. Address the transition to direct employment of staff rather than through an intermediary agency, including conducting a needs assessment, development of alternatives, establishment of criteria for making key payroll process decisions, and creation of personnel policies and procedures.
5. Ensure that at any given time, one staff person is not able to authorize a transaction, record a transaction, and have physical custody of the item procured.



Mr. Tony Hall  
Executive Director  
Treasure Island Development Authority  
February 4, 2004

6. Create and maintain vendor files in good order, including all supporting documentation and explanation for any transactions that occur.
7. Develop written policies and procedures for monitoring work orders, including that services are not only received, but are also prudent and not excessive in cost.
8. Direct the Facilities Manager to monitor the work order with the Department of Public Works.
9. Direct the Deputy Director to monitor the work order for the City Attorney.
10. Develop written policies and procedures for fixed asset tracking and monitoring and create an inventory of existing Authority assets.
11. Inventory all Navy vehicles, equipment, and furnishings, including those items at the warehouse, at other Navy facilities, and on loan to other agencies or City departments.
12. Develop written policies and procedures for managing and monitoring the Navy's assets and incorporate any Navy requirements.
13. Secure all keys to vehicles, the warehouse and all facilities and provided keys only to authorized individuals.
14. With respect to facility management:
  - Inventory all Navy facilities,
  - Conduct an assessment of facility conditions,
  - Develop an interim use plan,
  - Develop a maintenance program, and
  - Develop procedures for monitoring ongoing maintenance activities of the Department of Public Works.
15. Establish the responsibility for timely monitoring of the receipt of revenues and assign to staff.
16. Establish procedures for staff independent of the deposit process to verify that all checks and cash have been deposited.
17. Refuse all cash payments and only accept checks, money orders or cashiers checks made payable to the Treasure Island Development Authority.
18. Update and augment cash receipts policies and procedures to reflect current procedures and staffing, file maintenance, payment monitoring, deposit verification, and cash policies.

Mr. Tony Hall  
Executive Director  
Treasure Island Development Authority  
February 4, 2004

19. Direct the Finance Manager on a regular basis to reconcile Special Events payment records with actual deposits and refunds, a calendar of events, and staff time worked on the days of those events.
20. Assign responsibility to the Finance Manager to become expert in the financial specifications of the John Stewart Company contract and to monitor financial compliance with the contract on a regular basis.
21. Assign responsibility to the Facilities Manager for the operating specifications of the John Stewart Company contract and for monitoring operating compliance with the contract on a regular basis.
22. Assign responsibility to the Finance Manager to become expert in the financial specifications of the revenue sharing agreement with the Treasure Island Homeless Development Initiative and to monitor financial compliance with the agreement specifications on a regular basis.
23. Develop written contract policies and procedures for management and administration of professional services contracts, including verifying service delivery, monitoring payments, ensuring insurance requirements are current and maintained, and ensuring that contracts are entered into and are extended, if necessary, in a timely manner (i.e. before services are utilized and expenditures are incurred.).
24. Direct the Finance Manager to develop new financial spreadsheets to meet the Authority's needs in terms of financial analysis and monitoring budget to actual revenues and expenditures.
25. Direct the Finance Manager to correct and complete prior year financial spreadsheets in order to be able to conduct analysis across fiscal years.
26. Work with the Controller's Office to set up appropriate accounting for special event deposits and to establish a ledger for tracking deposits.
27. Develop new job descriptions and clear lines of responsibility for each position given the Authority's objectives of 1) property management, 2) negotiating the transfer of federal property, and 3) long-range planning and development of Treasure Island.
28. Develop goals and objectives for each staff for the coming year and annually thereafter.

These are significant issues that must be addressed and tasks that must be completed by the Authority before it becomes a mature enterprise.

Mr. Tony Hall  
Executive Director  
Treasure Island Development Authority  
February 4, 2004

We would like to thank the staff of the Authority for their cooperation and assistance throughout this review. Should you have any questions on this report or require further assistance, please call me at (415) 552-9292.

Sincerely,

Ken Bruce  
Senior Manager

Attachments



**HARVEY M. ROSE ACCOUNTANCY CORPORATION  
TREASURE ISLAND DEVELOPMENT AUTHORITY**

**STATEMENT OF NET ASSETS  
(In Thousands)**

Year Ending June 30:	2000	2001	2002	2003
<b>Assets</b>				
Deposits and investments	\$ -	\$ 1,463	\$ 3,442	\$ 4,250
Receivables				
Governmental grants and subventions	1,429	36	12	12
Charges for services	382		678	694
Interest			12	33
Total Assets	<u>1,811</u>	<u>1,499</u>	<u>4,144</u>	<u>4,989</u>
<b>Liabilities</b>				
Accounts payable	204	306	211	168
Salaries and benefits payable	60	58	57	61
Interest payable		13		
Due to General Fund	<u>1,831</u>			
Total Liabilities	<u>2,095</u>	<u>377</u>	<u>268</u>	<u>229</u>
<b>Net Assets</b>	<u>\$ (284)</u>	<u>\$ 1,122</u>	<u>\$ 3,876</u>	<u>\$ 4,760</u>

Note: GASB 34 was implemented for financial statements commencing with the year ended June 30, 2001. Thus the financial data presented for FY 1999-2000, which are presented on a governmental fund basis, are not comparable.

HARVEY M. ROSE ACCOUNTANCY CORPORATION  
TREASURE ISLAND DEVELOPMENT AUTHORITY  
FINANCIAL PROFILE  
FY 1999-2000 THROUGH FY 2003-2004

STATEMENT OF ACTIVITIES  
(In Thousands)

<u>For the fiscal year ended June 30:</u>	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>FAMIS 2004</u>
<b>Revenues</b>					
Charges for services	\$ 2,494	\$ 5,721	\$ 8,651	\$ 10,290	\$ 7,635
Operating grants and contributions	2,441	567	226	48	-
Interest					56
Total Revenues	<u>4,935</u>	<u>6,288</u>	<u>8,877</u>	<u>10,338</u>	<u>7,691</u>
<b>Expenditures</b>					
Expenses	5,234	4,882	6,123	9,454	11,023
Total Expenditures	<u>5,234</u>	<u>4,882</u>	<u>6,123</u>	<u>9,454</u>	<u>11,023</u>
<b>Operating Transfer In</b>	15				
<b>Net Assets</b>					
Change in net assets	(284)	1,406	2,754	884	(3,332)
Beginning Balance	<u>-</u>	<u>(284)</u>	<u>1,122</u>	<u>3,876</u>	<u>4,760</u>
Ending Balance	<u>\$ (284)</u>	<u>\$ 1,122</u>	<u>\$ 3,876</u>	<u>\$ 4,760</u>	<u>\$ 1,428</u>

Note: GASB 54 was implemented for financial statements commencing with the year ended June 30, 2001. Thus, the financial data presented for FY 1999-2000, which are presented on a governmental fund basis, are not comparable.

Source: CCSF CAFR reports and FY 2003-2004 FAMIS YEAR END REPORT

Harvey M. Ross Accountancy Corporation  
TREASURE ISLAND DEVELOPMENT AUTHORITY  
FINANCIAL ANALYSIS  
FY 2000-01 TO FY 2003-04

Obj	Object Title	FY 00-01 Actual (c)	FY 01-02 Orig Bud (c)	FY 01-02 Actual (d)	Variance	FY 02-03 Orig Bud (e)	FY 02-03 Actual (f)	Variance	FY 03-04 Orig Bud (g)	FY 03-04 Actual (h)	Variance	FY 04-05 Budget	FY 04-05 Carryover (e)	FY 04-05 Total
001	PERMANENT SALARIES-MISC	878,922	791,182	827,734	(36,552)	947,068	758,653	188,615	939,383	760,988	178,376	850,642	-	850,642
002	PERMANENT SALARY PAYMENTS	9,324	-	15,762	(15,762)	-	11,137	(11,137)	-	-	-	38,107	38,107	38,107
003	RETIREMENT	-	-	61,516	(61,516)	-	35,012	(35,012)	-	-	-	57,453	57,453	57,453
004	SOCIAL SECURITY	-	-	34,495	(34,495)	-	51,691	(51,691)	-	-	-	62,897	62,897	62,897
015	HEALTH SERVICE	-	-	11,017	(11,017)	-	30,355	(30,355)	-	-	-	12,096	12,096	12,096
016	UNEMPLOYMENT INSURANCE	-	-	767	(767)	-	689	(689)	-	-	-	1,872	1,872	1,872
017	OTHER FRINGE BENEFITS	192,212	184,149	167,409	167,409	188,771	184,741	171,297	15,612	17,670	(2,058)	16,643	16,643	16,643
019	TRAVEL	2,806	5,000	1,381	3,619	17,500	219	17,281	10,000	1,980	8,020	8,000	8,000	8,000
022	TRAINING	1,596	5,000	5,252	(252)	8,000	10,446	(2,446)	8,000	9,962	(1,962)	8,000	8,000	8,000
023	EMPLOYEE FIELD EXPENSE	185	500	422	78	500	408	92	500	709	(209)	500	500	500
024	MEMBERSHIP FEES	1,010	1,000	16,776	1,000	1,100	935	165	1,100	1,180	(80)	1,200	1,200	1,200
027	PROFESSIONAL AND PROMOTION	23,141	18,153	975,626	1,377	18,153	73,428	(55,275)	18,153	33,971	(15,818)	18,153	27,654	45,807
028	PROFESSIONAL AND PROMOTION	1,340,160	1,690,786	975,626	675,160	2,442,500	1,313,412	1,229,368	3,288,000	1,947,944	1,340,056	1,120,570	551,742	1,672,312
029	MAINTENANCE SVCS-BUDG & STRECT	98,363	111,750	109,625	1,925	128,000	138,265	(10,265)	154,000	1,010,728	(856,728)	936,000	10,410	946,410
031	RENTS & LEASES-EQUIPMENT	49,383	30,000	10,107	19,893	30,000	3,017	(26,983)	1,000	4,963	(3,963)	1,000	1,000	1,000
034	SUBSISTENCE	-	3,000	-	-	30,000	7,568	(22,432)	420,000	16,478	403,522	15,000	8	15,008
035	OTHER CURRENT EXPENSES	26,723	95,000	8,414	86,586	93,000	19,028	73,972	15,000	10,659	4,341	1,047,500	1,611	1,049,111
040	MATERIALS & SUPPLIES BUDGET ONLY	-	25,000	-	25,000	25,000	-	25,000	5,000	319	4,681	10,000	491	10,491
046	FOOD	81	-	561	939	-	21,960	(21,960)	-	60,419	(60,419)	-	-	-
049	OTHER MATERIALS & SUPPLIES	730	1,500	-	-	-	1,189	(1,189)	-	-	-	-	-	-
050	SMALL EQUIPMENT ITEMS	-	-	-	-	-	-	-	-	-	-	65,000	-	65,000
052	TAXES, LICENSES & PERMITS	20	-	15	(15)	325,000	-	325,000	325,000	32,980	(33,980)	225,000	-	225,000
053	JUDGEMENTS AND CLAIMS	-	-	66,539	-	-	-	-	-	-	-	-	-	-
060	EQUIPMENT PURCHASE	6,069	-	-	-	-	53,392	(53,392)	-	31,495	(31,495)	-	-	-
081	SERVICES OF OTHER DEPTS	4,255,419	6,265,179	5,747,570	517,609	7,094,201	6,807,101	207,100	9,014,932	9,384,490	(369,558)	7,563,228	686,722	8,249,950
	<b>Total Expenditures</b>	<b>6,896,195</b>	<b>9,187,199</b>	<b>7,967,546</b>	<b>1,219,653</b>	<b>11,419,793</b>	<b>9,454,697</b>	<b>1,965,096</b>	<b>14,358,881</b>	<b>12,822,522</b>	<b>1,536,059</b>	<b>12,060,661</b>	<b>1,278,637</b>	<b>13,339,298</b>
086	INTERDEPARTMENTAL RECOVERY	(2,090,871)	(3,269,620)	(2,098,620)	(1,200,000)	(1,800,000)	-	(1,800,000)	(1,800,000)	(1,800,000)	-	(1,800,000)	-	(1,800,000)
	<b>Net Expenditures</b>	<b>4,805,325</b>	<b>5,917,579</b>	<b>5,868,926</b>	<b>19,653</b>	<b>9,619,793</b>	<b>9,454,697</b>	<b>1,655,096</b>	<b>12,558,881</b>	<b>11,022,522</b>	<b>1,536,059</b>	<b>10,260,661</b>	<b>1,278,637</b>	<b>11,539,298</b>
301	INTEREST	(66,916)	-	57,018	57,018	9,519,793	126,669	126,669	-	56,180	56,180	-	-	-
398	OTHER CITY PROPERTY, RENTALS	5,765,906	6,211,435	5,544,353	2,332,918	9,519,793	9,469,927	(152,866)	9,616,000	7,635,230	(1,980,770)	9,338,000	-	9,338,000
449	TREASURE ISLAND REVENUES	462,004	-	92,000	92,000	-	-	-	-	-	-	-	-	-
499	OTHER LOCAL GRANTS	-	-	-	-	-	-	-	-	-	-	-	-	-
	<b>Total Revenues</b>	<b>6,162,072</b>	<b>6,211,435</b>	<b>6,693,371</b>	<b>2,481,936</b>	<b>9,519,793</b>	<b>9,593,596</b>	<b>(26,197)</b>	<b>9,616,000</b>	<b>7,691,410</b>	<b>(1,924,590)</b>	<b>9,338,000</b>	<b>(922,661)</b>	<b>9,338,000</b>
	<b>Net Revenues / (Use of Fund Balance)</b>	<b>1,346,747</b>	<b>293,865</b>	<b>2,795,445</b>	<b>2,501,589</b>	<b>-</b>	<b>138,899</b>	<b>138,899</b>	<b>(2,942,581)</b>	<b>(3,331,112)</b>	<b>(398,531)</b>	<b>-</b>	<b>(1,278,637)</b>	<b>(2,201,298)</b>

Source:

- (a) FY 04-05 Controller BPREP Reports - Exce  
(b) FY 03-04 Month 13 PAIS Reports

- (c) FY 02-03 BPREP Reports  
(d) FY 03-04 Controller BPREP Reports - Exce

(e) \$551,742 in carryforward for Prof. Svc.  
in part should be allocated to  
Other Current Expenses

**Professional Services and Other Non-Construction Contracts under Contract with Treasure Island  
Development Authority**

<b>Contractor</b>	<b>Amount Carried Forward From FY 2003-2004</b>	<b>Amount Included in TIDA Budget for FY 2004-2005</b>	<b>Total</b>
<b>Rubicon Enterprises</b>	\$ 139,545	\$ 800,000	\$ 939,545
Partner organization of TIDHI - provides landscaping and maintenance services			
<b>Toolworks</b>	-	110,000	110,000
Janitorial Maintenance			
<b>Treasure Island Homeless Development Initiative (TIDHI)</b>			
Coordination and facilitation of participation of community-based homeless service organizations.	82,619	350,000	432,619
<b>CH2M Hill</b>			
Environmental Engineering Services	-	302,500	302,500
<b>Economic &amp; Planning Systems</b>			
Real estate economics and negotiation support.	-	125,000	125,000
<b>Kutak Rock</b>			
Legal services in support of negotiation with Navy	42,360	16,500	58,860
<b>Roma Design Group</b>			
Urban design and planning consulting services in support of negotiations.	19,084	50,000	69,084
<b>Geomatrix Consultants</b>			
Environmental Engineering Services	164,457	500,000	664,457
<b>Seifel Consulting Inc. (SCI)</b>			
Redevelopment planning consulting services	35,224	25,000	60,224
<b>Shute, Mihaly &amp; Weinberger LLP</b>			
Specialized legal services in support of Tidelands Trust Exchange.	-	25,000	25,000
<b>URS</b>			
Preparation for EIR to support conveyance	53,361	75,000	128,361
<b>"Other new contracts"</b>	-	200,000	200,000
<b>James Nolen</b>			
Unknown	21,800	-	200,000
<b>Approximate total of other encumbrances carried forward from FY 2003-2004</b>	<u>33,000</u>	<u>-</u>	<u>33,000</u>
	\$ 591,450	\$ 2,579,000	\$ 3,348,650













TREASURE ISLAND DEVELOPMENT AUTHORITY  
410 AVENUE OF THE PALMS,  
BLDG. ONE, 2<sup>ND</sup> FLOOR, TREASURE ISLAND  
SAN FRANCISCO, CA 94130  
(415) 274-0660 FAX (415) 274-0299  
WWW.SFGOV.ORG/TREASUREISLAND

DRAFT Minutes of Meeting  
Treasure Island Development Authority  
April 13, 2005

City Hall, Room 400  
1 Carlton B. Goodlett Place  
San Francisco, CA

1. **Call to Order:** 1:40 PM

**Roll Call**      **Present:**      Claudine Cheng (Chair)  
Susan Po-Rufino (Vice-Chair)  
Jesse Blout (2:25 PM)  
John Elberling (2:00 PM)  
Matthew Franklin  
Marcia Rosen  
Supervisor Chris Daly

**Excused:**      Jared Blumenfeld

DOCUMENTS DEPT.

MAY - 9 2005

SAN FRANCISCO  
PUBLIC LIBRARY

2. **Executive Director's Report by TIDA Executive Director Tony Hall**

**Special Events and Public Access:** UCSF Foundation for Cancer Research held a black tie gala in Building 1, scenes from upcoming independent film "Mistress of Spices" shot on Treasure Island, several proms scheduled for April and May.

**Facilities Issues:** CalTrans has closed portions of Southgate Road on Yerba Buena Island and established proper diversions and detours, Macalla Road was partially closed due to roots from a falling tree ripping up a section of the road, an unauthorized mountain bike course was created on Yerba Buena Island which has been demolished and replanted due to injury liability and erosion potential.

**Commercial Leasing:** Sublease with Golden Gate Youth Rugby on Consent Agenda today

**Treasure Island community news and issues:** Goats on Yerba Buena Island was a tremendous success with large positive community response, inaugural TIDA Treasure Island newsletter coming out soon, Job Corps and DPW are teaming up to renovate the Fogwatch Building to provide another event venue for the Island

**Legislative Issues:** TIDA made a presentation to the Board of Supervisors Land Use Committee on April 6<sup>th</sup> which received a very positive reaction. Presentation made to the PUC regarding the Treasure Island working group which also received a favorable response.

**Status of Negotiations with the Navy:** Staff meeting with US Navy on April 20<sup>th</sup> to present aspects of the pro forma

Stated that staff has been working on a proposed loan agreement with Mexico, to be brought before the Board in May, by which TIDA would loan to Mexico for display in Mexico the 5 murals by Miguel Covarrubias which are in TIDA possession. In exchange for being loaned the murals, Mexico proposes to perform the necessary restoration and conservation work on the murals which is required before their display both in Mexico and long term on Treasure Island. Introduced Consul General of Mexico Alfonso de Maria y Campos.

Hon. Alfonso de Maria y Campos, Consul General of Mexico, stated that the proposed loan of the Covarrubias Murals by TIDA to Mexico is a continuation of the ongoing cultural exchange between San Francisco and Mexico that included the recent Mayan exhibition in San Francisco. Mr. Walther Bosterley, Director of the National Center for Conservation of the National Patrimony, is the national authority in restoration and has recently restored a similar mural of Covarrubias in Mexico. Stated Mexico is happy to work jointly with the Fine Arts Museum and TIDA on this project. Asked Mr. Bosterley to make a statement.

Mr. Bosterley thanked the Board for the opportunity to address them. CONULCULTA is the cultural ministry in Mexico with one arm that deals with anthropology and the other arm that deals with Fine Arts. The Institute of Fine Arts works with pieces from the 19<sup>th</sup> century to the present. Behind Italy, Mexico has the most mural paintings in the world. The murals are planned for display in Mexico City, Monterrey and Guadalajara.

Director Cheng thanked the Consul General and Mr. Bosterley, stated this is a great opportunity for TIDA to have the murals restored

Director Po-Rufino stated the Board looks forward to seeing the murals restored. Requested that a record of the restoration process be made and TIDA be given a copy.

Director Rosen stated that she just returned from a trip to Mexico and stated that the Mexican people take a great pride in their artistic heritage and it is a source of pride for them that artwork such as murals are displayed in public for all to see.

Mr. Hall thanked Mr. Bosterley and Consul General de Maria y Campos and concluded the report.

Director Rosen stated that for the record the distribution of the City Attorney billing memo was inadvertent and not authorized and should be disregarded and withdrawn from distribution. Stated that she opposes any proposed action to release further City Attorney billing memos as that action violates attorney-client privilege and in some cases is attorney work product. Executive Director Hall stated the issue is not the substance of the billing but the amount of the billing itself. Stated that Directors should have the right to review this bill.

Director Rosen asked if Mr. Hall's comments in a newspaper article, which identified him as Executive Director of TIDA, concerning a recent meeting of the Building Inspection Commission were made as a private citizen.

Mr. Hall stated that he did make these comments as a private citizen on his own time

**3. Report by Mayor's Office of Base Reuse and Development provided by Mr. Michael Cohen**

Mr. Cohen stated that meetings with the Navy will be held on April 20<sup>th</sup> to continue Treasure Island specific negotiations. Stated that staff is working on a parallel strategy, based on a federal legislative strategy to make the case to the Governor and the California federal delegation that there are statewide economic development issues at play and not just Northern California issues. In the context of the 2005 BRAC round that is coming there will be a lot of discussion about BRAC and it is important to frame the story and get it out there while looking for bi-partisan allies. San Francisco, Fort Ord, Alameda and Oakland commissioned a study by Economic Planning Systems to look at economic development issues. Study looked at history of BRAC in California. Study has received a very favorable response from the Governors Office and other base reuse entities. Part of this strategy is timing as well.

Director Elberling asked how many of the 24 bases from the last round of BRAC Closures have been transferred.

Mr. Cohen stated he was not sure of the number off hand but would provide it at a later date

**4. Communications**

Communications were received from San Francisco Tomorrow, the San Francisco League of Conservation Voters, the Sierra Club, the Office of the City Attorney and the Ochoa Law Firm.

**5. Citizen Advisory Board Report provided by CAB Chair Karen Knowles-Pearce**  
**Ms. Knowles-Pearce stated the April 2005 CAB meeting was cancelled. Advised the Board that all CAB officers will be out of town for the next TIDA meeting and will be unavailable to provide the CAB report.**

**6. Ongoing Business by Directors**

There was no ongoing business discussed by Directors

**7. General Public Comment**

Ms. Sherry Williams, TIHDI Executive Director, welcomed the new TIDA Board members. Invited the Board to the annual TIHDI Comedy Night Fundraiser on May 5<sup>th</sup>, 2005 in Building 1 on Treasure Island. This year's nominee is Marcia Rosen, TIDA Director and former Director of Mayor's Office of Housing.

Ms. Carissa Harris-Adamson, Treasure Island Sailing Center Executive Director, stated that the Sailing Center season is starting and they expect 550 children in their program this summer. Invited the Board to the TISC Opening Day on Saturday April 23 and the TISC Sailor's Bash on June 25<sup>th</sup> at the Sailing Center on Clipper Cove on Treasure Island.

Ms. Ruth Gravanis stated that the San Francisco Board of Supervisors recently passed a Resolution regarding the Bay Bridge Western Span bicycle, maintenance and pedestrian path. Stated this is an issue that TIDA should be following, as it may affect bicycle and pedestrian infrastructure on Yerba Buena Island and also allows a way to bring more people to and from the Island without exacerbating traffic and congestion on the Island or the Bay Bridge.

#### **8. Consent Agenda**

Director Po-Rufino motioned for approval of all items on the consent agenda

Director Blout seconded the motion

Items 8b and 8 c were approved unanimously

Item 8a was approved 5 yea, 0 nay with Director Rosen abstaining

#### **9. Discussion of Draft Sustainability Plan**

Mr. Jack Sylvan, Mayor's Office of Base Reuse and Development, presented the draft sustainability plan. Stated this Plan was presented to the Board in March as well, and Department of the Environment staff is available to answer any questions. Stated that in response to communications received about the sustainability plan, the developer is engaged and looking at options for densifying and compact development, the ferry terminal location is an outstanding issue and the transportation plan will provide the ridership piece of this equation. Stated that regarding LEED standards on commercial buildings the developer is committed to LEED standards and achieving the maximum standards allowed. The understanding of this technology and cost implications are being looked at and still becoming clear.

Director Po-Rufino asked what the differences were between silver and platinum certification of LEED standards

Mr. Mark Palmer, Department of the Environment Green Building Coordinator, stated that standards differences are based on involvement among design disciplines, additional costs in some cases, and a higher level of design integration. LEED silver is achievable at no additional cost if there is commitment from the top. LEED Gold would result in some level of additional costs. LEED Platinum would entail additional costs as well. LEED is a menu driven performance based system which gives the design team many options to choose in picking strategies.

Mr. Sylvan stated the minimum requirement is silver, the stated goal is achieving gold standard on commercial buildings. Staff is committed to striving for as high a standard as possible.

Director Rosen asked staff to remember that LEED residential standards would create an additional certification cost burden for the affordable housing to absorb, minus private fundraising or funding from the developer, in order to raise the funding for certification.

Mr. Palmer stated that staff has wrestled with this issue while adopting LEED standards for municipal projects. There are costs involved with certification. The actual certification fees are small, what is required for the rating.

Director Franklin thanked TIHDI and the Sailing Center for their nice welcome. Stated he was somewhat confused by the comments made about clustered development. Asked if there was a standard definition of clustering.



Mr. Sylvan stated that LEED does have a principle that refers to a certain density or bulk of buildings being of an urban nature. Stated he does not know how that would be defined by commenters in the letter.

Mr. Palmer stated LEED considers urban development density to be 60,000 square feet per acre. Stated the concept of development density and clustering is tied to proximity to transit and a walkable community. Would like to see all residential properties located within walking distance, about one half mile, of the nearest transit hub.

There was no public comment on this item

#### **10. Approval of FY2005-2006 Treasure Island Development Authority Budget**

Mr. John Farrell, TIDA Chief Financial Officer, presented the FY2005-2006 TIDA budget. Stated expected revenues and expenditures as well as background on Tidelands Trust regulations concerning expenditure of TIDA funds. Stated that there is one additional position added to the budget to provide staff to work on marketing special events.

Director Po-Rufino asked where the revenue from the movie production "Rent" was located. Mr. Farrell stated it is located in the Special Events revenue item for \$550,000.

Director Franklin asked if the hangars are considered part of commercial revenue and asked if there were specific spaces for special events. Wondering if there is a vacancy factor for commercial buildings or were there buildings not being properly utilized.

Mr. Farrell stated Buildings 2 and 3 are reflected as commercial revenues, this budget does not reflect vacancies or expected vacancies.

Executive Director Hall stated only the Fogwatch, Casa de la Vista, Building 1 and Building 3 could currently be considered vacant for the purpose of on-demand usage.

Director Blout asked for an update on the Voice of Pentecost item.

Mr. Marc McDonald, TIDA Facilities Director, stated that the contract is in place, but at the request of the TIDA Board, discussions are continuing over length of the sublease and the revenue-sharing provision also in the lease whereby Voice of Pentecost would share 50% of any activity that they may in turn sublease to another party.

Director Blout asked for an update on the Voice of Pentecost sublease at the next Board meeting.

Director Franklin asked if the shortfall for housing revenues is due to inaccuracies in initial budgeting or if there were other dynamics.

Mr. Farrell stated for John Stewart Company it was due to a softening of the housing market which wasn't really reflected in earlier projections.

Director Franklin asked if vacancy has risen in the past year.

Mr. Farrell stated that vacancy is not much higher but in order to maintain rates they have had to lower rents to compete with vacancy in the City. Numbers to review are revenue sharing for the TIHDI contract and the John Stewart Company, as they fluctuate quite a bit. Stated he needs to go in there and audit to see what is going on, as their contracts expire in the next year to year and a half.

Director Elberling asked the Board be provided with projections for the coming year's budget for the John Stewart Company's management of the housing units.

Mr. Farrell stated that staff is requesting to add back one position to the staff in order to provide further assistance for marketing venues for corporate and special events and act as a liaison to the Film Commission. Stated this is important in order to look at ways to increase this revenue and effectively market Treasure Island.

Executive Director Hall stated the redevelopment classifications indicated in the budget submittal are budgeted at the top step but not all of staff is paid at the top step.

Director Rosen reminded the Board that regardless of classification or salaries, with the exception of Executive Director Hall, these employees are employees of the Redevelopment Agency pursuant to the Agency Agreement from last year. Stated this agreement, if not extended via action of both Commissions, expires on June 30, 2005. Stated these employees do not have City classifications, in the Agency Agreement there are 12 positions total, 11 staff plus the Director, and at that time there were four vacancies, with only 3 having been filled. This vacant position is one authorized by an agreement that expires on June 30. Stated she is concerned for the implications this has for the Redevelopment Agency budget as these employees are not listed in the upcoming budget for the Agency.

Mr. Farrell stated that as a redevelopment agency, TIDA will need similar classifications to what the Redevelopment Agency already has established.

Director Rosen stated that pursuant to the agreement there are not City classifications and furthermore, TIDA has obligations to pay the Agency's administrative expenses, and this is not a separate line-item in the budget. Stated she has multiple concerns that need to be addressed with Agency and Authority counsel and herself and Director Hall.

Executive Director Hall stated the figures on Page 9 are taken from the Redevelopment Agency budget. Stated hopefully the Authority will be in a position to transition to being an independent agency by July 1 and staff has been working on this transition.

Director Blout stated he is concerned that the Board is being asked to make an approval without having a full plan for staffing this agency going forward.

Director Cheng asked that in the event the Board votes to transition TIDA into its own agency would this set of salaries still be applicable.

Mr. Farrell stated they would be applicable and reiterated that this is the same procedure as was done in last year's budget process.

Director Elberling stated he is concerned that if the transition happens July 1, the Authority employees must be given proper legal notice by the Redevelopment Agency. Asked Director Rosen how long a notice the employees must be given by the Agency.

Director Rosen stated they have to do the longest notice they possibly can and the labor agreements generally call for 90 days. The employment documents clearly state they are limited term employees with a term not to exceed June 30.

Director Elberling stated that at the moment no new entity exists to shift the employees stated he is of the impression that if approved the default mode is for employees to remain Agency employees.

Director Blout stated he feels there are policy concerns as to where the positions end up. Asked if this would be better held over another month and have the discussion about the budget in concert with the discussion of creation of a new entity.

Director Rosen stated that the positions in the new entity should appropriately reflect the needs of the agency, especially as it relates to administrative functions. Stated she does not feel the Board has enough information on the Authority's operational future to make an informed decision on the budget at this time, as there are many outstanding issues not currently before the Board in regards to how TIDA will function as a free-standing agency as well as inherent costs associated with being an independent agency that she doesn't see reflected. Stated she would recommend extending this item to May.

Director Elberling stated in his mind there is a missing line item and that is the fee associated with any agency that will provide these services to TIDA. This fee should be a line item in the budget.

Executive Director Hall stated there is a fee but he believes that this independence can be achieved without the help of an outside agency.

Mr. Farrell stated that funds that may be needed to accommodate these needs are in the "Other" category of the Professional and Specialized Services item.

There was no public comment on this item

Director Rosen motioned for continuation of this item to the May meeting

Director Blout seconded the motion for continuation

The item was continued until the May meeting

Director Cheng suggested a special meeting to discuss these issues before the regular May Board meeting.

#### **11. Discussion and Review of TIDA Financial Audit Performed by Harvey M. Rose Accountancy Corporation**

Executive Director Hall stated he has been informed that staff from Harvey M. Rose had to leave for another meeting and there is no option but to continue this item

There was no public comment on this item

Director Elberling motioned for continuation of this item to the May meeting

Director Cheng seconded the motion for continuation

The item was continued until the May meeting

**12. Ongoing business by Directors**

Director Cheng stated an action item should appear on the May agenda establishing a nominating committee for yearly election of officers.

**13. Adjourn**

Director Cheng motioned for adjournment

Director Po-Rufino seconded the motion

The meeting was adjourned at 4:15 PM







